

“Q. What did you say to Mr. Graham? A. I told him I could not ask father to endorse the note, that I didn't feel like it, and he asked me to do so in order to save his life and keep him from ruin, that if I didn't protect him that he would lose his position, and he went on and urged me to try and induce father to do this, and I made out the note as it was and as it had been made out before, and he took the note and went over to where father was standing and took him back in the office, into the back office, and he talked to him there for a while, but I couldn't hear the conversation, and finally he came out, and he said that the note was signed.

Q. He said what? A. He said that father had signed the note or endorsed the note. . . .

Q. Now, was that the only note that Mr. Graham got your father to endorse? A. That is the only one to my knowledge.

Q. The others, you got them endorsed? A. The others I procured the endorsements myself.

Q. Had Mr. Graham an opportunity of seeing your father and knowing his condition? A. Yes, I think he had.

Q. Do you know whether he had or not? A. Yes, I believe he had, because he was round there so frequently, he had every opportunity of seeing my father every day, for that matter, if he wished.”

Let us consider for a moment the meaning of the first of these answers; a man occupying the position of a bank manager, and so presumably having some little knowledge of the business of banking, and business matters in general, was talking of losing his life and being ruined, if he did not get the signature of a man, and when he had that man already liable as the maker of a note for the same indebtedness, and which note was to be retired by the new one; if the trial Judge could swallow such a “cock and bull story” I cannot. There is no assertion of mental incapacity; the man's reluctance, if there be any truth in the story, may have been because of unwillingness to make his father liable.

So, too, attention should be called to the fact that not only was the defendant ostensibly the head of the firm of R. H. Bradfield & Co., but also the witness Bradfield informed both the manager Graham, and the subsequent manager Herring, that he was actually a member of the firm; it is true that the witness Bradfield eventually denied that, but can anyone upon the evidence of the other two witnesses and the fact that that name was always carried so prominently in the name of