

the plaintiffs could not sue the maker, how could the endorser H. A. Sparrow enforce her remedy against the maker ; the law as cited above is very explicit on this point, Blackburn, J., as I have already mentioned says : " If this right be suspended for a day or an hour the surety is discharged altogether."

I need not enter into the consideration of the second branch of the defence, to wit : The defendant being a feme covert is not liable. I am not just now favorably impressed with the soundness in law of that part of the defence in this case.

The general rule is that a married woman with a separate estate can validly indorse a note for another. No doubt it is contended in this case that the defendant H. A. Sparrow endorsed **10** the note as security for her husband, and therefore was not liable. This is a very delicate question in this case, and I am not prepared to give an opinion. At all events, whether I would decide in favor of the defendant or in favor of the plaintiffs on that contention, it would not help the plaintiffs and alter my conclusion on the first branch of the defence.

Judgment is therefore in favor of the defendant, H. A. Sparrow with costs.

Counsel fee, \$75.00.

Calgary, 12th April, 1892.

(Signed) CHAS. B. ROULEAU,
J. S. C.
