

written repudiation, is cast upon these defendants; and, in the face of the contradictory evidence, he cannot find that the burden has been satisfactorily lifted. The plaintiffs are entitled to recover. As to the amount, the note being payable on demand with interest at 7 per cent. per annum, the plaintiffs' letter of the 31st August, 1910, was a distinct demand of payment; the plaintiffs would be entitled to interest at 7 per cent. per annum until the date mentioned, and at 5 per cent. thereafter: *St. John v. Rykert* (1884), 10 S.C.R. 278; *Peoples Loan and Deposit Co. v. Grant* (1890), 18 S.C.R. 262. The amounts placed to the credit of the club's account after the 17th May, 1910, were all intended to be applied on the note, and they, as well as the direct credits on the note, should be credited first in payment of the interest up to the date of receipt and then in reduction of principal—interest being in no case compounded. The plaintiffs appeared to have debited the account with interest on the note at 7 per cent. throughout. There was no evidence that the defendants knew of or assented to this; and the amount should be computed without regard to such debits. The plaintiffs' claim would thus be reduced. Judgment for the plaintiffs, with costs, for a sum to be computed in accordance with the findings. H. H. Dewart, K.C., and George Ross, for the plaintiffs. J. W. Mitchell, for the defendants Shillington and Moore.

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#### CORRECTION.

In *RE DINGMAN*, ante 272, the appeal was from an order of the Judge of the Surrogate Court of the County of *Prince Edward*.