

DIARY FOR APRIL.

1. Sunday.....1st Sunday after Easter.
2. Monday.....County Court sits for motions. Surrogate Court sits.
4. Wednesday...New Parliament Buildings at Toronto opened, 1893.
5. Thursday....Canada discovered, 1499.
7. Saturday.....Great fire in Toronto, 1847.
8. Sunday.....and Sunday after Easter. Hudson Bay Company founded, 1692.
9. Monday.....County Court non-jury sittings in York.
14. Saturday....Princess Beatrice born, 1857.
15. Sunday.....3rd Sunday after Easter. President Lincoln assassinated, 1865.
16. Monday.....Last day for notice for Call.
17. Tuesday....Hon. Alexander Mackenzie died, 1892.
18. Wednesday..First newspaper in America, 1704.
19. Thursday....Lord Beaconsfield died, 1881.
22. Sunday....4th Sunday after Easter.
23. Monday.....St. George.
24. Tuesday.....Earl Cathcart, Gov. Gen., 1846.
25. Wednesday..St. Mark.
26. Thursday....Battle of Fish Creek, 1885.
27. Friday.....Toronto captured (Battle of York), 1813.
28. Saturday....Last day for filing papers for certificate and Call and payment of fees.
29. Sunday.....Rogation Sunday.

Reports.

NOVA SCOTIA.

COUNTY COURT, DIGBY.

BALCOLM v. PHINNEY.*

Promissory note—Endorsement by person other than payee—Liability to payee.

J. L. P. made two notes in favour of J. A. B., and, before delivering them to the latter, procured E. P. to endorse them. J. A. B. sued E. P. as an endorser, and in the alternative as a guarantor. Amendment having been applied for, the trial judge allowed all amendments necessary to state the facts as proved to be considered as made.

Held, that the defendant was liable as an endorser.

[ANNAPOLIS, Nov. 5th, 1897.]

Action on two promissory notes under the circumstances above stated.

SAVARY CO. J.: This is the case of a transaction quite common among people not accustomed to, or not fully comprehending, the law and usage respecting endorsement and the liabilities of endorsers of promissory notes and bills of exchange. James L. Phinney, no doubt, intended to give the defendant's responsibility as endorser to the plaintiff; and no doubt the defendant put his name on the back of the notes made by James L. Phinney directly to the plain-

*[We have been asked by a subscriber in Westminster, British Columbia, to publish in full this judgment, of which a note appeared in a previous issue. We gladly accede to his request, for, though the case is not of recent date, it is thought it may be of use. —ED. C. L. J.]