

PROMISSORY NOTE.

When demand of payment should be made to charge endorser.

When a maker of a promissory note is resident of another state at the time of the making of the note, and also at the time it falls due, it is not necessary to make demand of payment at his residence for the purpose of charging the endorser.

M. S., a resident of Florida, being temporarily at Troy in the state of N. Y. made a note payable one year after date, which was endorsed by A. S., a resident of Troy, the maker immediately thereafter returning to his residence in Florida. When the note fell due the holder gave to A. S. due notice of non-payment. HELD that A. S. was charged as endorser, though demand of payment had not been made of the maker at his residence in Florida. [*Taylor vs. Suydor.*].....p. 99

If the protest for non-payment of a promissory note be premature, or if time be given by the holder to the maker, the endorser is discharged; but if, with a knowledge of the protest's having been made, or of the giving of time, he (the endorser) subsequently promise to pay, his liability is revived. [*City Bank vs. Hunter.*].....p. 171.

RAILWAY SCHEME.

(*Committee-man. — Recovery of deposit.*)

An allottee of shares in a railway scheme which has proved abortive, may recover back, in an action for money had and received, the whole amount paid by way of deposit. (*Walstabb vs. Spottiswoode.*)
.....p. 33.

RAILROAD PROPRIETORS.—(*Liability of*)

(*Pador vs. Boston & Maine Railroad.*).....p. 330.

RATIFICATION.—(*Lettres de.*)

Jugé que la procédure pour lettres de ratification, suivant les dispositions de la 9e Geo. IV, c. 20, n'est pas en tout analogue à celle qui était suivie en France sous l'empire de l'édit de 1771 : —Que le statut n'a pour objet que de découvrir et faire reconnaître les hypothèques, en les conservant sur l'immeuble, tandis que l'édit de 1771 avait pour objet de les purger, et équivalait à un décret à cet égard ; que dans notre système les créanciers opposans n'ont pas le droit absolu de faire déposer le prix, et de demander qu'à défaut de ce faire le requérant soit sujet à la contrainte par corps.—Une jurisprudence de 10 années renversée.