

plaintiffs. The form of indorsement was, "For value received I guarantee the payment of the within note and hereby waive notice of non-payment thereof."

*Held*, that the original taking of the notes by defendant and their subsequent indorsement by him were all parts of the one transaction, and that there was consideration for the guarantee.

After the taking of the notes defendant continued to act as plaintiff's agent for several years. The notes were taken in 1900 and in November, 1902, plaintiff's manager demanded payment from defendant who discussed the matter of providing for the payment of the notes, and at his instance indulgence was given. In one case they went to the party by whom the note was given, and in the other case defendant said that if the note was not paid by a certain date he would pay it himself.

*Held*, that there was no laches on the part of plaintiffs, and no prejudice to defendant on account of delay.

The two notes referred to were made payable at Mahone Bay and another note for a larger amount at St. John, N.B., and in respect to one of the first mentioned notes plaintiffs failed to prove presentation for payment.

*Held*, that the note being made payable at a particular place plaintiffs must allege and prove presentation, and that in the absence of this they could not recover.

Defendant also acted as agent for plaintiffs in connection with the sale of farming machinery under a contract in writing which was renewed yearly, the contract being executed in duplicate and copies exchanged. There was no evidence that plaintiffs executed the contract for the year 1905, with the exception of a letter sent by them to defendant in which they said: "Our Mr. S. has advised us of the renewal with ourselves of our contract arrangement for 1905, which we have pleasure in confirming, etc."

*Held*, that this was sufficient evidence of the execution of the contract without the production of the contract itself, which could not be found.

By a clause in the contract for the previous year it was provided that plaintiffs could at any time, and for any cause cancel the contract. A letter was sent by them to defendant May 25, 1905, notifying defendant that plaintiffs had closed their agency at Mahone Bay and asking him to reship all goods to their warehouse at M.

*Held*, that this was a sufficient exercise of the right to terminate the contract.