

BRITTON, J., in a written judgment, said that in form Stander was not personally an endorser; if an endorser, he was not liable, as there was no presentment for payment and no notice to him of presentment and non-payment.

The debt represented by the note was contracted on or before the 22nd January, 1915. Stander did not become a partner in the National Coal Company until the 23rd February, 1915. On that day, Stander entered into an agreement with one Katz and one Rebecca Lipovitch to go into partnership and carry on the business. As such partner, Stander did not object to his partner Katz signing the note in question. Again, the defendant Stander himself recognised and adopted the signature of the National Coal Company, by himself endorsing for that company.

The partnership of which Stander became a member was to commence on the date of the agreement, the 23rd February, 1915, and was to continue for three years from the 1st March, 1915; but, by mutual agreement on the 12th April, 1915, Stander retired from the partnership. By agreement, the parties to the partnership assumed the liabilities, and owned the assets.

This judgment was not based upon any agreement between the parties themselves upon dissolution as to liability to creditors, but upon general liability as parties in signing a note in the firm name; there was in fact no consideration moving on the part of the plaintiffs to the defendant Stander. There was no request on the part of the plaintiffs that Stander should sign. There was no request by Stander for time. Nor was there in fact any agreement that the company or any of the partners should get any.

The liability of Stander arose to the plaintiffs as creditors of the firm, when the defendant was one of the firm, because in fact a signer of the note.

There was no satisfaction of the note in the plaintiffs not returning until several days after it had been received a renewal note for \$1,400 sent by Katz to them with \$300 in cash; they retained the cash and sent back the note.

Judgment for the plaintiffs against the defendant Stander for \$1,400, with interest at 5 per cent. from the 26th March, 1915, with costs.

The original note was not produced. It must be produced, or the plaintiffs must give security to the defendant Stander, before execution issues or payment made.