

tion—in this differing from *Regina v. Bassett* (1884), 10 P.R. 386.

Reference to *Rex v. Corrie* (1904), 68 J.P. 294, and *Lee v. Taylor* (1912), 107 L.T.R. 682.

Upon the whole circumstances and evidence the Police Magistrate had passed and had found the defendant guilty. The Chancellor was not disposed to interfere with the result, and the conviction stood affirmed, as well as the forfeiture of the money seized (i.e., excluding what was discovered in the gaol).

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BANK OF OTTAWA v. SHILLINGTON—MAGEE, J.A.—DEC. 20.

*Promissory Note—Action on—Defence—Conditional Signature by Defendants for Accommodation of Unincorporated Association—Burden of Proof—Evidence—Contradictory Testimony—Findings of Fact of Trial Judge—Amount Due upon Note—Credits—Application of Payments—Interest after Demand—Rate of.]*—This action, commenced on the 12th February, 1915, was brought upon a promissory note, dated the 22nd December, 1909, for \$2,500 and interest at 7 per cent. per annum, payable on demand, in favour of the plaintiffs, and signed by the three defendants, Shillington, Moore, and Leckie. It was discounted by the plaintiffs for the Cobalt Hockey Club, an unincorporated organisation, to whose credit the proceeds were placed in the plaintiffs' branch at Cobalt on the 28th December, 1909. The defendant Leckie, who was secretary-treasurer of the club, did not appear or defend. Each of the other two defendants swore that he signed the note at the request of A. F. Knight, then manager of the plaintiffs' branch at Cobalt, and upon the condition and understanding that it was to be signed also by two other persons—M. Carr and H. H. Lang. This was positively denied by Knight. The defence of the defendants Shillington and Moore was, that they had signed upon the condition named, and that the condition had not been fulfilled. The action was tried without a jury at Haileybury and Toronto. The learned Judge makes a careful examination of the evidence, in a written opinion of some length. The testimony being contradictory, he takes account of the burden of proof, the probabilities, and the undoubted circumstances. The burden of proof, he says, as against these two defendants' own signatures, their silence to Carr and Lang, their subsequent payments, and the absence of