

PROCEDURE—Continued.

writ.—Arts. 804 and 874, C. C. P., not being applicable to such case. *Maguire v. Watkins*, 135.
— See CAPTAS; JURISDICTION.

PROMISSORY NOTE.

Consideration.] In the absence of legislative enactments prohibiting the same, and in default of an Insolvent Act whereby the majority of the creditors would bind the remainder to the conditions of a composition and discharge, nothing invalidates, as between the debtor and his creditor, an agreement by which the debtor substitutes to himself more than the amount of sale composition and discharge, and a promissory note given to cover such excess is valid. *Chapman*, 478.

Fraud and want of consideration.—*Where in good faith.*] Where a promissory note has been obtained by fraud, and without any consideration received by the maker thereof, such note is absolutely void, and neither party who has become the holder in good faith, is not entitled to recover the amount thereof from the maker. Moreover, in the present case, the note being received as collateral security, the holder was not entitled to recover without proof that his claim against the endorser was still in existence. *Banque Legues-Cartier v. Leblanc*, 217.

Note given to creditor to induce him to sign agreement of composition without consideration.] A promissory note given by an insolvent to a creditor, to induce the creditor to sign an agreement of composition, is null and void; and no action can be maintained thereon by a person to whom the note is transferred after maturity. *Gervais v. Dubé*, 91.

Protest—Delay.] (1) A notary who is one of the endorsers on a promissory note is not entitled to act as notary to make the protest, even where he substitutes the name of another person for his own, and purports to make the protest at the request of the person so substituted. (2) Where an endorser, holder of a note, gives delay to the maker without the consent of the other endorsers, he loses his recourse against the latter. *Pelletier v. Brosseau*, 331.

Signature in blank—Responsibility of the maker.] A person who gives another a promissory note signed in blank, with the understanding that the latter shall fill up the blank for a certain amount, is responsible to a third party for the full amount appearing on the face of the instrument, although the sum be greater than was sanctioned by the maker. *Bank of Nova Scotia v. Lepage*, 321.

— See BILL OF EXCHANGE; CHEQUE; JURISDICTION, 86.

PROPRE.

Replacement of.] See HUSBAND AND WIFE, 456.

PROTHONOTARY.

Responsibility for acts of record.] (1) The summary jurisdiction of the courts over the officers of justice is exercised only when an