

The following is the Judgment rendered by the Court below :—

" The Court having heard the parties by their counsel upon the merits of this cause, having examined the proceedings, proof of record, and deliberated; considering that the signature and endorsement of the Defendant on the Promissory Note, Plaintiff's exhibit number one, is proved, and that such endorsement is unrestricted and unconditional and precedes that of the said Plaintiff; considering that it appears from the evidence that the Plaintiff hath paid and satisfied the said Note as Indorser thereon subsequent to the said Defendant; considering that the said Promissory Note was delivered to the said Plaintiff by the said Defendant by the maker thereof and that the condition upon which the said note was endorsed and delivered by the maker thereof, viz: that he the said Plaintiff should write and sign his name thereon as Indorser over and before the name of the said Defendant, was not made known to the Plaintiff, as a condition of the Defendant's Indorsement at the time of the delivery to him of the said note, and moreover that it does not appear that any condition was exacted by Wm. Smyth, the maker of the said note and the Agent of the said Defendant in that behalf, at the time of the delivering of the said note to Plaintiff for his indorsement, and considering further, that the said Plaintiff did not agree to any special condition or receive, Indorse and negotiate the said Promissory Note on the condition alleged in the Defendant's Plea; considering further, that there is nothing in the evidence of Record to defeat or impair in law, the Plaintiffs' recourse against the said Defendant, as waged by the present action, and that the Defendant has failed to establish his Plea in this cause filed, doth dismiss the said Plea, and doth condemn the Defendant to pay and satisfy to the Plaintiff, the sum of One thousand and two dollars and fifty cents, current money of this Province, to wit: the sum of One thousand dollars, amount of the Promissory Note, Plaintiffs' Exhibit number one, dated Montreal, twenty second August one thousand eight hundred and fifty-nine, made by Wm. Smyth & Co., payable three months after date to the order of themselves at the Molson's Bank here and by the said Wm. Smyth & Co., endorsed and delivered to the said Defendant, who endorsed and delivered the said note to the Plaintiff and the sum of two dollars and fifty cents for the costs of the Protest of the said note, with interest upon the said sum of one thousand dollars from the 25th day of November one thousand eight hundred and fifty nine, date of the said protest, and on the said sum of two dollars and fifty cents from the twenty-eighth day of November, one thousand eight hundred and fifty-nine, until actual payment and costs of suit."

The Respondent respectfully submits, that this judgment is entirely consonant with the evidence of record and the law applicable to the case, and that it ought to be confirmed by this honorable Court with costs.

*Arthur H. H. H. H.*

*Attorneys for Respondent.*

Montreal, 21st July 1860.