

On reading over the examination Mr. A. C. Sparrow says: We did not pay the interest on the \$664.50 note when given to Scott as it did not bear interest.

Taken before me this 4th day of May, A. D. 1891.

(Signed) EDWIN R. ROGERS,
Clerk of the Court.

(Signed) A. C. SPARROW.

PLAINTIFFS' AUTHORITIES.

1. Liability of Indorser to Innocent Holder for value.
Byles. 7th American Ed., (side paging) 3
do. 15th English Ed., (top paging) 186, 175, 178, 188.
- 20 2. Married Woman Prom. Notes.
Byles. 15th English Edition (top paging) 71, 72.
3. Accommodation Indorser.
Byles. 15th English Ed. 138, 139, 149, 465.
do. 7th American Ed. (Side paging) notes on 248 and 249.
4. As to Wife's Liability on Separate Estate.
Kerr v. Strip 40 U. C. Q. B., 125.
Lawson v. Laidlaw, 3 Ont. Appeal R 77
Field v. McArthur, 27 C. P. 15. {pages.
Leake v. Duffield, { 25 L. J. Ont. N. S., 613.
20 { 26 " " " 78.
Sweetland v. Neville, Ont. Repts., Vol. 21, pt. 3, page 412, 1891.
Stogden v. Lee, 1 Q. B. D., 1891, 661.
Griffin v. Patterson. Only holds wife's property not of nature or quality to be liable,
45 U. C. Q. B., 536.
Moore v. Jackson, 16 Ont. Appeal Repts. Same holding as in Griffin v. Patterson.
These two cases not applicable.
5. As to Suretyship.
Propositions. 1. If bank (plaintiffs) knew H. A. S. was accommodation indorser, then
30 she would be a surety, otherwise not. Daniels Negotiable Instruments, Vol. 12,
341 to 347 particularly 345 and notes.
2. If bank did not know this, and took note for value in usual course of
business, before maturity, then H. A. S. was principal, not surety. Otherwise,
if they took it out of usual course of business, without value, etc. Daniel's
Negotiable Instruments, 771, 774, 775, 777 and notes
Healy v. Dolson, 8 Ont. Repts. 691, see page 699; not an authority for defendants in
this case, as there, plaintiff knew defendant was a surety only.