

Full Court.]

[March 3.]

HEWITT v. HUDSON'S BAY CO.

*Workmen's Compensation for Injuries Act, R.S.M. 1902, c. 178—*  
*"Workman," meaning of—Trial by jury.*

Appeal from decision of Metcalfe, J., noted vol. 46, p. 749,  
dismissed without costs, the court being equally divided.

## KING'S BENCH.

Mathers, C.J.]

[February 14.]

COX v. CANADIAN BANK OF COMMERCE.

*Bills of exchange and promissory notes—Holder in due course*  
*—Bills of Exchange Act, s. 56—Consideration.*

The plaintiffs were directors of the Finch Company, Limited, and had indorsed specially to the bank a promissory note of the company for \$2,000 made payable to them, and intrusted it to Finch, general manager of the company, so that he might get it discounted at the bank.

The manager of the bank refused to discount it, but promised that, if it were left with him to hold as collateral to the indebtedness of the company on notes for \$5,000 then current, the bank would allow the company to overdraw its account and would also discount some of its trade paper. Finch left the note with the bank on that understanding and the bank afterwards carried it out by allowing overdrafts to the extent of \$895 and discounting the company's trade paper to the extent of over \$3,300.

*Held*, 1. The bank, having become a holder of the note without notice of Finch's want of authority to pledge it as he did, would have been entitled to recover against the plaintiffs upon it, if value or consideration had been given for it. *Lloyd's Bank v. Cooke* (1907), 1 K.B. 794, followed. *Smith v. Posser* (1907), 2 K.B. 785, distinguished.

2. The existence of the antecedent debt was not of itself a sufficient consideration to support the promissory note of the plaintiffs given as collateral security therefor. *Crofts v. Beale*, 11 C.B. 172, and *McGillivray v. Keefer*, 4 U.C.R. 456, followed. *Currie v. Misa*, L.R. 10 Ex., at p. 162, distinguished.