

LAFORREST v. BABINEAU.

1906
*May 8.*Promissory note—Deposit receipt—Notice—Demand for payment—
Action.*

APPEAL from the judgment of the Supreme Court of New Brunswick (1), reversing the verdict for the defendant by McLeod J. at the trial, and ordering a verdict to be entered for the plaintiff with costs.

The action was on an instrument, signed by the appellant, in the following form:—

“\$1,200 EDMUNDSTON, N.B., July 12th, 1899.

“Received from the Reverend N. P. Babineau the sum of twelve hundred dollars, for which I am responsible, with interest at the rate of seven per cent. per annum, upon production of this receipt and after three months’ notice.

“FRED. LAFORREST.”

The declaration contained six counts, the third count, claiming as on a promissory note, being the only one in question on this appeal. To this count the defendant pleaded, (1) that he did not make the note as alleged, (2) that the note was never presented for payment and (3) that payment was never demanded. By the judgment appealed from the court below, in effect, held that the plaintiff could recover

*PRESENT:—Sedgewick, Girouard, Davies, Idington and Mac-
lennan JJ.

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upon the instrument above set out as a promissory note and that a demand for immediate payment made by the plaintiff more than three months before the action was brought was a sufficient notice under the terms of the receipt.

After hearing counsel on behalf of the appellant and without calling upon counsel for the respondent, the Supreme Court of Canada dismissed the appeal with costs.

Appeal dismissed with costs.

Hazen K.C. for the appellant.

Currey K.C. and *Stevens K.C.* for the respondent.
