

with blanks left for material facts which are afterward filled up by an agent whose authority has not been conferred by Deed is void * * * negligence alone although it may have afforded an opportunity for the perpetration of a forgery * * * is not of itself a ground of estoppel. It therefore seems clear beyond doubt that my counsel failed to revert to the following circumstances completely confirmatory of my testimony:—1st, The perfected instrument bears the proper signatures of Van Blarcom and Delap above my own. 2nd, Seals are placed opposite each signature. 3rd, The blanks are all filled out. 4th, The blanks are filled out perfectly. 5th, The jurat perfected by filling in the blank spaces. 6th, Corbitt's signature is placed at the foot of the jurat alleging the affidavit was sworn to before him by me January 25th, 1881. 7th, The date of both bond and jurat are identical. 8th, Delap the surety whose residence was at least half a mile distant had been found and put his signature with Van Blarcom's to the bond. 9th, And seals affixed opposite all the signatures. If my testimony at the trial to the effect that when I placed my bold signature to the papers both bond and affidavit, none of the blanks were written in and no signatures of either Van Blarcom or Delap were on the instrument, nor any seals on it, was not true, all the aforementioned acts and things above enumerated must have been done and performed, and also Corbitt visited by me and my affidavit sworn to within the brief space of a few minutes which elapsed from the placing of my signature to the blank bond and blank affidavit, and Van Blarcom and myself crossing from Van Blarcom's place to the train on which I was going to my home after acknowledging my signature before Hall, who was on the steps of the postal car. Or as it is correctly put by His Lordship Justice Gwynne "Van Blarcom followed him (meaning myself) immediately to the train," after I had