On a charge of forgery of a promissory note alleged to have been committed in the State of Kansas, the justices before whom the depositions were made were certified to be justices of the the peace, with power to administer oaths.

Held, that he was a magistrate or officer of a foreign state within s. 10 of the Act; and also that it was not necessary that he should be a federal and not a state officer; and further that the depositions need not be taken in the presence of the accused.

The depositions failed to shew that the note alleged to be forged was produced and identified by the deponents or any of them.

Held, that this constituted a ground for refusing extradition.

R. M. Meredith for prisoner.

Aylesworth, Q.C., and *McKillop*, contra.

The extradition judge has no power to remand the accused to hear further evidence as to the identity of the note.

Shepley, Q.C., for the prisoner.

Aylesworth, Q.C., contra.

MACMAHON, J.] [June 29.

McPHEE *v.* McPHEE.

Bills of exchange and promissory notes—Non-negotiable promissory note—Endorsement of—Character in which endorsement made.

Where a non-negotiable promissory note given for money lent to a firm is made by one member thereof and endorsed by the other, the character in which the endorsement is made will be implied from the purposes for which the note is given, the endorsement obtained, and the particular circumstances of the case.

McVeity for the plaintiff.

O'Gara, Q.C., for the defendant.

STREET, J.] [July 4.

JOHNSTON *v.* MCKENZIE.

Executors and administrators—Executor becoming bankrupt and intemperate—Injunction restraining dealing with assets and appointment of receiver.

Where a person named as an executor was at the time of the making of the will in good credit and circumstances, but subsequently became insolvent and made an assignment for the benefit of his creditors, and also apparently intemperate, an injunction was granted restraining the executor from interfering with the estate, and the appointment of a receiver directed.

Hoyles, Q.C., for the plaintiff.

J. Hoskin, Q.C., for the infant defendant.

R. M. Meredith for the defendant McKenzie.

Practice.

BOYD, C.] Sept. 16.]

BROWN v. HOSE.

Costs—Scale of—Rule 1174—"Order as to the costs"—Jurisdiction of taxing officer—Action for goods sold and delivered—Ascertainment of amount—Pleadings—County Court jurisdiction.

Where in an action in the High Court an order was made by a local judge upon consent allowing the plaintiffs to sign judgment for $233, with costs of suit to be taxed:

Held, that full costs were not implied unless it was a case for suing in the High Court; and the jurisdiction of the taxing officer to decide as to the scale of costs was not ousted.

History of Rule 1174.

The claim was $233, the price of furniture sold by the plaintiffs to the defendant, according to prices endorsed on the writ, and duly delivered. By his statement of defence the defendant admitted $160.50, which he paid into Court. As to the balance, he pleaded that it was not payable because the goods ordered in respect thereof were not supplied or delivered, and that there was no agreement therefor within the Statute of Frauds.

Held, that the pleadings only must be looked at to ascertain what was in dispute; that the cause of action was one and indivisible; and that the *whole* cause of action was not for an ascertained amount within County Court competence.

Aylesworth, Q.C., for the plaintiffs.

W. H. Blake for the defendants.

MACMAHON, J.] [Sept. 17.

HESPELER *v.* CAMPBELL.

Time—Notice of appeal—Long vacation—Rule 484—R.S.O. c. 44, s. 71—Extending time—Rule 484.

Upon the true construction of Rule 484 the period of long vacation is not to be reckoned in