

Prior to the coming into force of the Bills of Exchange Act, 1890, c. 33, it was well settled law that if the signature of the matter of a note was obtained upon the representation that it was a completely different document he was signing, and if he signed it without knowing it was a note he was signing, and under the belief that he was signing something else, and if he was not guilty of any negligence in so signing X, he would not be liable even to a holder of the note who acquired it during its currency for value without notice of the fraud.

Sections 29, 38 of that Act have made no change in the law, as is shewn by the case of *Lewis v. Clay*, supra, decided in 1897, since the coming into force of the Imperial Bills of Exchange Act, which contains exactly the same provisions upon the subject as ss. 29, 38 of our Act. Action dismissed with costs.

*Haggart*, K.C., for plaintiffs. *Rothwell and Johnson*, for defendants.

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## Province of British Columbia.

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### SUPREME COURT.

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Full Court.]

REX v. TANGEE.

[Jan. 5.

*Certiorari—Rule nisi to quash conviction—Motion for—Jurisdiction of single judge to hear—Practice.*

Motion for a rule nisi to quash a conviction.

*Held*, that the full court will not hear a motion for a rule nisi to quash a conviction; the motion should be made to a single judge.

*C. C. McCaul*, K.C., for motion.

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Full Court] *TRADERS' NATIONAL BANK OF SPOKANE v. INGRAM*. [Jan. 5.

*Appeal—Notice of—Court at which appeal should be brought on—Supreme Court Act, ss. 76 and 79.*

Motion to quash an appeal on the ground that it was not brought in time. A final judgment was pronounced and entered on 27th February; notice of appeal to the January sitting of the full court was given on 24th October. A sitting of the full court commenced according to the statute on 3rd November:

*Held*, per IRVING and MARTIN, JJ., HUNTER, C.J., dissenting, that the appeal was brought in time.

*W. H. P. Clement*, for the motion. *S. S. Taylor*, K.C., contra.