

surety had never been a party to it. C. having died, his executors and the surviving sureties and the bank executed an agreement acknowledging the amount due by him to the bank, consenting to a renewal of notes covered by the guarantee, and confirming the latter. More than six years after C.'s death, the bank brought action to recover from his executors the amount so acknowledged to be due.

Held, that the discharge of the surety by writing under seal did not convert the original guarantee into a specialty and that the claim of the bank was barred by the Statute of Limitations.

Per DAVIES, IDINGTON and DUFF, JJ., that the executors had no power to continue the guarantee and the claim against the estate was discharged by time for payment granted the principal debtor.

Appeal dismissed with costs.

Raney, K.C., and Hutchinson, K.C., for appellants.

Watson, K.C., and Lavell for respondents.

Province of Ontario.

COURT OF APPEAL.

Moss, C.J.O., Garrow, Meredith, and Magee, J.J.A.] [May 12.
REX v. YORKMA.

Criminal law—Abduction of girl under 16—Evidence—Leave to Appeal.

The prisoner was convicted of unlawfully taking an unmarried girl under 16 out of the possession and against the will of her mother contrary to s. 315 of the Crim. Code.

Held, that the evidence was sufficient under the statute; but, apart from that, the prisoner's own intention in the matter were unimportant as under the section the object or intention with which the girl was taken, be it innocent or wicked, was unimportant. No question of the mens rea could arise, for the statute is prohibitive, and any one dealing with an unmarried girl under 16 does so at his peril. Application refused.

W. A. Henderson, for prisoner. Cartwright, K.C., for Crown.