

Chancellor expressed the opinion that there was nothing in it, and said that, if necessary, he would allow McIntyre (meaning no doubt McIntyre & Gardiner) to be made a party. There is no reason why the leave thus given should not be extended by this Court if the plaintiffs desire to avail themselves of it.

To return to the main issue of whether the monument is of the design selected and ordered by defendant. The first question to be determined is whether when the defendant signed the paper dated the 8th March, 1900, it contained the words "E. M. Lewis Reporter Design," which now appear written therein, in the handwriting of E. J. Ramsay, the foreman in McIntyre & Gardiner's shop. It was he who procured the order for the monument and handed it to McIntyre on the same day within three hours of the time it was signed. When McIntyre received it, it was in the same condition as it is now. The defendant's case is that the words in question were inserted after he signed it. It being undoubtedly signed by him, and it being produced in its present condition, the onus is on him to establish conclusively that it was altered after he attached his signature. His contention involves a charge of a very serious offence against Ramsay, and no motive is suggested. The learned Chancellor has made no express finding on this important question. . . . General statements ought not to be permitted to displace the weighty consideration that if the order of 8th March was in its present condition when the defendant signed it, he had then selected an E. M. Lewis Reporter Design, and that at the trial he utterly failed to shew any E. M. Lewis Reporter Design corresponding in the least degree with the design which he alleges he selected. . . . An attempt was made at the trial to raise an inference that the ink with which the words in question are written is not the same as the rest of the writing. An inspection of the paper does not lead to that conclusion. On the contrary, it leads to the conviction that all the writing was done at the same time. . . . The defendant deliberately charged Ramsay with forgery. The latter denies in the most emphatic way that he touched the paper with a pen or made any alteration after it was signed, and the circumstances, as well as the probabilities, are in his favour. . . . Upon the whole case, I think the defendant has failed to establish that when he signed the order of 8th March the words "E. M. Lewis Reporter Design" were not in it, and that the finding of fact ought to be that the order was in the condition it is now in when the defendant put his signature to it, and that the E. M. Lewis Reporter Design