

certificates, by microscopic metric and colorimetric examinations, but declined to permit such writing to be tested chemically to determine their ink constituents, their real ages, and the questions of alterations. Finally the Court compelled plaintiffs to submit the papers for the latter tests, which were then made. The results were that all the cases were decided in favour of the defendant corporation.

The true rule would therefore seem to be, that where the actual execution of the paper is not attacked, or in question, but only its effect, as dependent on the date, the date set forth in the paper will be presumed to be the true date, in the absence of evidence to the contrary, and the truth or falsity of such stated date can be shewn by any lawful evidence, *aliunde* or otherwise, and will not affect the primary fact of execution; if, however, the actual execution of the paper is *denied*, then the question will have to be determined by proof, like any other matter, and this proof can be met by such evidence as in any other case, and the result may be to disprove the execution of the paper by shewing the falsity of the alleged date.

In the latter alternative the paper itself will have no probative force, and the party relying upon it will necessarily be required to establish its execution, by the subscribing witnesses, or by proof of their handwriting, or of the handwriting of the alleged signer; if these witnesses testify that the alleged maker signed the paper on the date it specified, the party relying on the paper will be bound by his proof, even though his witnesses be mistaken, or lie about the date. Consequently, if the other party, by satisfactory evidence, shews that the alleged maker could not have executed the paper on the date claimed, that would set aside the document, even without evidence in denial of the actual execution—though any such evidence would of course strengthen his case.

Judgment was entered on a judgment note dated March 25, 1905, and defendant took a rule to open, on the ground (*inter alia*) of forgery. Plaintiff called one of the two subscribing witnesses, who testified that defendant executed the note on the date named, and at the place set forth as part of such date. This was met by evidence of an alibi for the defendant, covering such