ing certain articles in a newspaper. On the return of the rule, after argument, it was made absolute, and a writ of attachment was issued. E. appealed from the judgment making the rule absolute, and by the case on appeal it appeared that the practice in such cases in New Brunswick, is that the writ of attachment is issued only in order to bring the party into Court, when he may be ordered to answer interrogatories by which he may purge his contempt, and if he fails to do so, the Court may pronounce sentence; but no sentence can be pronounced until the party is brought before the Court on the writ of attachment.

The counsel for the respondent moved to quash the appeal for want of jurisdiction.

HELD, that the judgment appealed from was not a final judgment from which an appeal would lie to the Supreme Court of Canada under sec 24 (*a*) of the Supreme and Exchequer Courts Act, R. S. C. ch. 135.

Appeal quashed without costs.

L. H. Davies, Q. C., for appellant.
L. A. Currie, for respondent.

OTTAWA, March 18, 1889.

Nova Scotia.]

THE QUEEN v. CHESLEY.

Bond—Signed in blank—Execution—Certificate.

V., a government official, requested C. to sign a bond, as surety for the faithful discharge of his duty as such official. C. having agreed to do so, V. produced a blank form of bond, and C. signed his name to it, and to an affidavit of justification, and acknowledged to a third party that he had executed such bond. The third party made an affidavit of the execution before a magistrate, who gave a certificate of its due execution before him. The bond, which had been filled out for the sum of $2,000, was then sent to Ottawa to be registered as the statute requires.

In an action on the bond against C., on default by V., C. claimed that the amount of the bond was represented to him to be $500 or $1,000, that there was no seal on it when he signed it, that he had not sworn to the affidavit of justification, and that the magistrate should not have given the certificate he did.

The Court below held, affirming the judgment of the trial judge, that C. was estopped from denying the execution of the deed, but as his action was not the proximate cause of the acceptance of the bond by the Government, but that the false certificate given by the magistrate was, the Crown could not recover. On appeal to the Supreme Court of Canada:

HELD, reversing the judgment of the Court below, that the making of the bond was the real cause of its acceptance, and the defendant being estopped, the Crown was entitled to judgment.

Appeal allowed.

R. L. Borden, for the appellant.
Harrington, Q. C., for the respondent.

Nova Scotia.]

WALLACE v SOUTHER.

Promissory Note—Identity of payee—Double stamping.

A promissory note made payable to John Souther & Son, was sued on by John Souther & Co.

Held, that it being clear by the evidence that the plaintiffs were the persons designated as payees, they could recover.

It is no objection to the validity of a promissory note that it is for payment of a certain sum in currency. Currency must be held to mean "United States Currency," especially where the note is payable in the United States.

If a note was insufficiently stamped, the double duty may be affixed as soon as the defect comes to the actual knowledge of the holder. The statute does not intend that implied knowledge should govern it

The appellant claimed that he was only a surety for his co-defendant, and that he was discharged by time being given to the principal to pay the note.

Held, that the fact of time being so given being negatived by the evidence, it was immaterial whether appellant was principal or surety.

Appeal dismissed with costs.

T. J. Wallace, appellant in person.
Arthur Drysdale, for the respondent.