

defrauding the prosecutor, it is not reversible error that the jury was not instructed specially on the question of intent. *Rex v. Carr* (1916), 12 Cr. App. R. 140.

An intent to defraud may be inferred from the wilful use of a forged instrument to support a genuine claim. *Rex v. Hopley*, 11 Cr. App. R. 248.

In *Rymal's* case, 17 Ont. R. 227, the defendant, by untrue representations, made with knowledge that they were untrue, induced the prosecutor to sign a contract to pay \$240 for seed wheat. The defendant also represented that he was the agent of H. whose name appeared in the contract. H. afterwards called upon the prosecutor and procured him to sign and deliver to him a promissory note in his H's favour for the \$240. The contract did not provide for giving of a note, and when the representations were made the giving of a note was not mentioned. The prosecutor, however, swore that he gave the note because he had entered into contract. The defendant was indicted for that he, by false pretences, fraudulently induced the prosecutor to write his name upon a paper so that it might be afterwards dealt with as a valuable security; and upon a second count for, by false pretences, procuring the prosecutor to deliver to H. a certain valuable security:—*Held*, upon a case reserved that the charge of false pretences can be sustained as well where the money is obtained or the note procured to be given through the medium of a contract, as when obtained and procured without a contract; and the fact that the prosecutor gave a note instead of the money, by agreement with H. did not relieve the prisoner from the consequences of his fraud; the giving of the note was the direct result of the fraud by which the contract had been procured; and the defendant was properly convicted on the first count as being guilty of an offence under R.S.C. ch. 164, sec. 78; *Regina v. Rymal*, 17 O.R. 227.

In *Regina v. Hope*, 17 Ont. R. 463, the defendant was indicted in the first count of the indictment for obtaining from one H. a promissory note with intent to defraud, and in the second count with inducing H. to make the said note, with like intent. The evidence shewed that on May 4th, 1887, the defendant's agent called on H. and obtained from him an order addressed to defendant to deliver to H. at R. station 30 bushels of Blue Mountain Improved Seneca Falls Wheat, which H. was to put out on shares, and to pay defendant \$240 when delivered, and to equally divide the produce thereof with the holder of the order, after deducting the said amount. On 23rd May defendant called, produced the order, and by false and fraudulent representations as to the quality of the wheat and his having full control of it, its growth and yielding qualities, and that a note defendant requested him to sign was not negotiable, induced H. to sign the note. Evidence was received, under objection, of similar