

than plaintiff or than William Lockeridge. I think the evidence is not sufficiently satisfactory to enable me to find in plaintiff's favour.

For the purpose of comparison of the disputed note, certain papers were put in evidence by plaintiff, proved to my satisfaction to be genuine, that is, to bear the genuine signature of defendant Mary J. Campbell. No comparison was made by any witness; no evidence of experts, or of persons professing to be such, and no evidence of any witness as to comparison, was submitted to me; but papers bearing the genuine signature and the disputed note were submitted to me, and I was invited by counsel to make the comparison if that would assist me in determining the difficult question of fact between the parties. . . . I have made the comparison. It is perfectly clear that there is a very strong resemblance, and if the signature to the note is not genuine, it is an excellent imitation. There is quite as much difference between any two of the genuine signatures as between any one of these and the disputed one; but, notwithstanding this, I am obliged to say, without attempting an analysis of the slants and strokes of the letters forming defendant's name, that my comparison confirms me in the conclusion to which I come apart from the comparison, viz., that plaintiff has not proved that defendant did sign the note in question.

Action as against Mary Jane Campbell dismissed with costs.

BRITTON, J.

JANUARY 10TH, 1905.

TRIAL.

BURTON v. CAMPBELL.

*Money Had and Received—Deposit—Repayment—Evidence—
Corroboration—Costs.*

Action to recover money alleged to have been given by plaintiff to defendant for safe-keeping. The amount claimed was \$627 and interest.

A. B. Macdonald, Brussels, for plaintiff.

R. Vanstone, Wingham, for defendant.

BRITTON, J.—The amount claimed is made up as follows: Left with defendant on or about 14th April, 1900, two sums, one \$1,619, and one \$35, = \$1,654. Plaintiff admitted getting back \$1,000, which sum he lent to Lockeridge & Bro., and a further sum of \$27, leaving the balance sued for.

Plaintiff in his evidence puts the amount which he first handed to defendant at \$1,616, but says he sold a horse for \$35, and gave this additional sum to defendant.