

IN RE CAHAN.

[May 10.]

*Appeal—Jurisdiction—Security for costs—Final judgment.*

C. applied to the Supreme Court of Nova Scotia to be admitted an attorney of said court, presenting to the court a certificate from the President of the Dalhousie Law School of his having taken the degree of LL.B. at said school, and claiming that the Act of the Nova Scotia Legislature, 54 Vict., c. 22, which made certain provisions respecting the admission of graduates of the Law School to the bar of the province, had done away, so far as such graduates were concerned, with certain conditions required to be performed by persons desiring admission to practise law. The Supreme Court held that graduates of the Law School were still obliged to perform these conditions, and refused the application. C. sought to appeal to the Supreme Court but gave no security for the costs of such appeal, his application not having been opposed and there being no person to whom such security could be given.

*Held*, Gwynne, J., doubting, that the court had no jurisdiction to hear the appeal.

*Per* Ritchie, C.J., and Taschereau, J.: That giving security for costs is a condition precedent to every appeal to this court, and without it the court has no jurisdiction.

*Per* Strong, J.: That it was never intended that the Supreme Court should interfere in matters relating to the admission of attorneys and barristers in the different provinces, and on that ground the appeal would not lie.

*Per* Taschereau and Patterson, JJ.: That the judgment sought to be appealed from was not a final judgment within the meaning of the Supreme Court Act.

Appeal quashed.

*Russell*, Q.C., for appellant.

New Brunswick.]

[May 16.]

SCOTT v. THE BANK OF NEW BRUNSWICK.

*Appeal—New trial—Verdict against weight of evidence—Interference with.*

S. brought an action against the bank to recover money deposited on a special receipt, and the defence to the action was that the money had been paid to an agent of S. On the trial

S. swore that after he got the deposit receipt from the bank he handed it to one R. for safe keeping while he was at sea, and that he had never indorsed it. It was shown that some time after R. presented the receipt at the bank with the name of S. indorsed thereon, and obtained the amount of the deposit with interest. When S. returned he found that R. had so used the receipt, and he afterwards took from him a mortgage for a larger amount than his deposit with the bank. The jury found that the name of S. was forged to the receipt, and that the mortgage given to S. did not include the amount claimed from the bank. A verdict was given for S., which was set aside as being against the weight of evidence, and a new trial was granted, from which S. appealed.

*Held*, that the Supreme Court would not interfere with the order for a new trial granted on the ground that the verdict was against the weight of evidence.

Appeal dismissed with costs.

*Palmer*, Q.C., for appellant.

*Barker*, Q.C., for respondent.

AYR AMERICAN PLOW CO. v. WALLACE.

*Promissory note—Form of—Indorsement by party not named—Liability as maker.*

The agent of the plaintiff company required security from a customer for goods sold, and went with the customer to the office of W., who was proposed as such security. W. agreed to become security, and was proceeding to write out promissory notes for the customer to sign when the agent requested the notes to be drawn on a form supplied to him by his principals, which was done, the customer signing such notes, of which the plaintiff company were payees. W. wrote his name across the back. The notes were not paid, and no notice of dishonour was given to W., but an action was brought against him and the customers as joint makers. On the trial the agent swore that he had never asked the customer for an indorsement, but only for security; that he was accustomed to take joint notes in such cases; and that he supposed he was getting joint notes in this case. W. swore that he was asked to indorse, and only intended to indorse. A nonsuit was entered, with leave reserved to plaintiffs to move for judgment "if there is any evidence that should