due deliberation had on the case transmitted to this Court from the Court of Queen's Bench, sitting on the Crown side at Montreal, it is considered, adjudged and finally determined by the Court now here, pursuant to the Statute in that behalf, that the verdict of the Jury, and the conviction made and rendered against the prisoner, ought not to be disturbed by reason of anything contained in the said case transmitted."

Conviction affirmed.

E. Carter, Q.C., for the defendant; *T. K. Ramsay*, for the Crown.

REGINA *v.* PICKUP.

Obtaining a Signature—Fraudulent Intent.

Held:—That a conviction for obtaining a signature to a promissory note, with intent to defraud, cannot be sustained, where the evidence merely shows that the defendant obtained the signature on promising to pay a certain consideration a few days after, which he failed to do; the parties moreover having had other similar transactions together, in which the defendant had met his engagements.

The defendant in this case was convicted during the March term of the Court of Queen's Bench sitting on the Crown side, of obtaining a signature to a promissory note with intent to defraud. The charge laid in the indictment was that the defendant, "on the 28th Sept. 1865, unlawfully, fraudulently and knowingly by false pretences, did obtain the signature of one Robert Graham, to a certain promissory note for a sum of $1125, with intent to defraud."

Robert Graham, wood-merchant, stated: "On the 26th September last, defendant's son, Edmund James, brought a note dated 14th Sept. 1865, for $1125. There was another paper with it. It purported that out of those $1125, when the note was discounted, defendant would return $550. I did not sign the note at that time. I went to defendant's place of business. He was in my debt then. He agreed when the note would have been discounted, to give $600, on the proceeds of the note, on what he owed me. I signed the note then. On the 29th September, defendant's son, returning with the old note, dated 14th September 1865, told me the other note had been sent in too late, and left among old papers and destroyed, and then I signed the note. When I signed the last note, it bore the date of four months. He said there would be no difficulty, that the date had been altered from 4th to 14th September. Endorsed Edmund Pickup. On the 30th September, he told me that it could not be discounted at the Ontario Bank, but as a compliment, at 7 per cent; but at Brown's, a Broker, he could get it discounted, without favor, at 8 per cent; and on my informing him I required the $600 for the Tuesday, having to pay that sum, on a purchase I had made, he told me it would be all right. On the 4th of October, I went to defendant's office and spoke to his son, who told me his father was not in. I then did not know that defendant had absconded. I have never got the $600." *Cross-Examination.* "There have been between defendant and myself transactions during two years, with me alone. The transactions with defendant amounted to a high figure. If defendant had paid me the $600, I would have been perfectly satisfied."

There was some additional evidence, showing the defendant's business-standing in Montreal.

The jury found the defendant *guilty*.

At the trial, the following points were urged by Mr. *Carter*, Q.C., the defendant's counsel, and reserved by Mr. Justice Mondelet, who was presiding:—

1st, That the indictment did not set forth any offence, as it omitted to specify the false pretences by which the signature of the prosecutor was obtained, and that the clause 35 of chap. 99, C.S.C., dispensing with the necessity for averring the false pretences, did not apply to this new offence subsequently created.

2nd, That the indictment, moreover, did not specify the name of any person or persons intended to be defrauded; such allegation being necessary, as this new offence was not mentioned in the clause 29 of chap. 99, C.S.C.

3rd, That the indictment did not specify, with precision, the date of the note, in whose favor it was made, or when and where payable, and did not describe it to be a note for the payment of money.

4th, That the evidence did not establish that the defendant made use of any false pre-