

was entered, with leave reserved to plaintiffs to move for judgment, "if there is any evidence that should be left to the jury as to W.'s liability." The motion for judgment was refused.

*Held*, affirming the judgment of the Supreme Court of New Brunswick, that the evidence showed that W. only intended to become indorser of the notes, and there was no evidence to go to the jury of his intention to be a maker. The nonsuit was right therefore, and should be maintained.

Appeal dismissed with costs.

*Earle, Q.C.*, for appellants.

*Currey* for respondent.

---

New Brunswick.]

OTTAWA, May 16, 1892.

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.