Bethune, Q.C., and *J. E. Robertson*, for the plaintiff.

S. Blake, Q.C., and *Delamere* for the defendant.

IN RE H. L. LEE.

Extradition—Forgery—Information—Pleading—Depositions—Authentication of—Copy of account book—Admissibility of—Corroberative evidence.

The information charged that the informant hath just cause to suspect and believe that the prisoner "is accused" of the crime of forgery, but the information went on to charge that the prisoner did feloniously forge, etc.

Held, sufficient, the expression objected to being surplusage; and also that the objection was not tenable under the Criminal Act of 1869, the offence being perfectly understood by the Court and prisoner.

Held, also, that in a proceeding of this kind a plea to the information is not essential.

An objection was taken to the sufficiency of the declaration made by the Governor of the Foreign State under his official seal.

Held, sufficient.

The authorities of a bank having refused to allow one of their books to be brought to Canada. *Held*, that secondary evidence was admissible.

Objection was also taken to the sufficiency of the corroborative evidence given in the case; but it was *held* sufficient.

Murphy, for prisoner.

Fenton, Crown Attorney, for Crown.

MACDONALD V. MURRAY.

Agreement—Sale of land—Certified copy—Secondary evidence—Admissions at former trial—Registered document—Fraud—Short-hand evidence in—Non-suit—Reply—Interrupting Judge's charge.

The plaintiff sold defendant two lots on Main Street, Winnipeg, under an agreement signed by all the parties. The agreement was duly registered. The Registrar, who was examined under a commissioner, refused to produce the original but put in a copy duly certified by himself. Its admission was objected to because the commissioner had not certified to it. The defendants had admitted the agreement at a former trial but objected to it at the subsequent one. Defendants objected that as the land was in Manitoba and out of the jurisdiction, the Court could not give complete relief to the defendants. The evidence of one of the witnesses was objected to because of its being taken in short-hand before a special examiner and an office copy put in. Evidence offered in reply to defendant's evidence of fraud was objected to on the ground that he had already given evidence to disprove it. The learned Judge, before whom the case was tried, decided to non-suit plaintiff because the agreement had not been properly proved, but allowed the case to go to the jury on the question of fraud. Defendant's counsel claimed that the decision to non-suit, placing the burden of proof on him, gave him the right to reply. Defendant contended that the plaintiff's counsel by interrupting the judge during his charge to the jury influenced the jury in his favour and gave them a right to a new trial.

Held, that (1) the certified copy of the agreement was sufficient; (2) the fact of the land being out of the jurisdiction was of no consequence, as complete relief could be given; (3) the evidence of the witness taken in short-hand was properly admitted; (4) the evidence offered in reply was properly admitted; (5) the defendants having admitted the agreement at the former trial, could not object to it at the subsequent one.

Held, also, that (1) there was no evidence of fraud on the part of the plaintiff; (2) the defendants had not the right to reply; (3) that, as to the objection of the interruption by counsel, it was for a Judge to preserve order at the trial, and as he did not interfere, the Court refused to do so.

Lash, Q.C., and *Holman* for plaintiff.

McMichael, Q.C., *McCarthy*, Q.C., and *Osler*, Q.C., for defendants.

[March 7.

VERRATT V. MCAULAY ET AL.

Principal and surety—37 Vict. ch. 45, sec. 6, D.

Held, that the liability of sureties on a bond given under 37 Vict. ch. 45, sec. 6, D., was not restricted to the default of the inspector in the duties of his office, but included also, the de-