

Although Hoffman received the proceeds of the cheque in April, he did not advise either Harris or Holmes & Mogan of the receipt; but, on the contrary, he told Holmes (on the 14th September) that the case would be settled shortly—that Mr. Bradford, of the firm of Mercer Bradford & Campbell, was busy. The untruth of this statement being discovered, an information was laid against Hoffman on the 16th September; and on that day Hoffman sent his cheque to Harris for \$241 and a cheque to Holmes for \$29.50.

The question submitted by the Police Magistrate was: "Was I right in finding, upon the facts disclosed on the evidence adduced, that the said James H. Hoffman was guilty of the crime of forgery?" This question was not properly framed as a question of law, but counsel agreed that the case should be treated as if the question submitted was: "Was there evidence upon which I could find the said James H. Hoffman guilty of the crime of forgery?"

It was contended that an intention to defraud was an essential ingredient of the crime of forgery, and that a bona fide belief in the existence of authority to sign the name "Holmes & Mogan" would constitute a defence.

The evidence before the magistrate justified a finding that there was an intention to defraud. The feigned handwriting of the signature "Holmes & Mogan," the retention of the money from April until September, the false statement that the settlement had not been made, were all most significant facts. The failure to produce a bank-book to shew that the funds were kept intact during this period, was also not without significance.

If the existence of an honest belief of authority to endorse the cheque constituted a defence, then, although Hoffman in his depositions said, "I believed I had authority to endorse this cheque," he gave no reason for the belief, and the finding of the Police Magistrate indicated his disbelief of the statement. There was nothing in the case submitted to indicate that the magistrate dissented from the view of the law presented by the defendant and his counsel.

Under sec. 466 of the Criminal Code, the statutory crime was abundantly proved. "Forgery," it is said, "is the making of a false document, knowing it to be false, with the intention that it shall in any way be used or acted upon as genuine to the prejudice of any one"

Manifestly the false signature of Holmes & Mogan was placed upon this cheque with the intention that it should be acted upon by the bank upon which the cheque was drawn in the belief that it was the genuine signature of the firm.

The question (as amended) should be answered in the affirmative.

Conviction affirmed.