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.]

OTTAWA, May 16, 1892.

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 dishonor was given to W., but an action was brought against him and the customer as joint makers. On the trial the agent swore that he never asked the customer for an indorser 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 non-suit