cient, he is discharged from custody upon that charge.

Upon the charge of robbery, a long and exhaustive examination has been had, and every facility afforded both to the British Government and to the prisoner.

It is not necessary to review the testimony at length. Smith, the complainant, was produced, and swore positively that he was robbed, as charged, by Primrose, on the evening of April 1st, 1870; and the defence offered is, that at the hour when the crime is alleged to have been committed, Primrose was in London, and so far from the scene of the robbery that its commission by him was impossible. The prisoner's brother, a brakesman on a working train of the Great Western Railway, testified to having left his train at London, at the close of work, about four o'clock in the afternoon of April 1st, and having been in company with prisoner nearly all the time after that, until nine o'clock in the evening, and that one Gagan was with them; and Gagan is produced, and makes a similar statement. A young boy, another brother of the prisoner, testified to seeing the prisoner and Gagan and Edward Primrose in London, as detailed by Edward.

If these statements be true, Thomas Primrose did not commit the crime; but I am not satisfied of the truth of these stories.

The prosecution have produced the conductor of the train upon which Edward Primrose was employed, and he has shown his time-book (kept by all conductors); and I am satisfied that on the first of April Edward Primrose did not reach London till about eight o'clock, and that either he and Gagan and the lad are mistaken in the day of which they speak, or have committed wilful perjury. Smith, too, is borne out in his statements by other witnesses, who swore to seeing prisoner at the place of the alleged robbery about the time in question.

My duty is simply that of a committing magistrate, and I am only to enquire whether there is probable cause to believe that the crime of robbery has been committed; and if so, whether there be like cause to believe that the prisoner committed the crime. I am not to try issues of fact: this is the exclusive province of a jury, with which I have neither the right nor the inclination to interfere.

The fact that if held for extradition, the prisoner is to be taken away from this country, to be tried in the courts of a foreign power, ought not to influence my decision one way or the other. I have entire confidence that the accused will receive a fair trial in Canada: to suppose otherwise woule be unjust and discourteous.

The Extradition Treaty should be construed liberally and fairly to the prisoner; and while every reasonable opportunity should be given the foreign power seeking the benefit of the Treaty, the prisoner should not be remanded for trial unless there be a *prima facie* case against him, which is not overborne by the evidence adduced on his part.

In this case I cannot have any doubt but that had the crime been committed in my own country, any magistrate would deem it his duty to commit the prisoner to await the action of a grand jury; and, entertaining such views, I cannot deny the application of the British Government.

The prisoner will therefore be recommitted to the custody of the Marshal, to await the granting of a warrant of extradition by the President.

SUPREME COURT OF PENNSYLVANIA.

Garrabd v. Hadden.

Where a blank in a note had, after signing and delivery by the maker, without his consent, been filled so as to increase the amount, and not be detected by inspection, *held*, that the maker was answerable for the full face of the note, as altered, to any *bona fide* holder for value in the usual course of business.

Opinion of the Court by Thompson, C.J, Jan. 3rd, 1871.

There could be no question but that the alteration made in the note in this case would avoid it as between the maker and payee, the consent of the latter to it being wanting, and there being neither an implied or express authority for making it.

But how is it with the plaintiff, an innocent holder for value, in the usual course of business? There was a blank in the body of the note (a printed note) between the words "one hundred" and "dollars," when the maker signed and delivered it. The payee afterwards filled the blank with the words "*and fifty*," which made the note read "one hundred and fifty," instead of "one hundred," the sum for which it was drawn. In this condition it was taken by the plaintiff, without the least grounds existing for any doubt of its entire genuineness. "By inspection of the note," says the learned judge in his opinion on the reserved question, "the most skilled expert would have failed to detect any alteration in its make." There was no difference in the handwriting between the words added and those which preceded them; no difference in the ink, and no crowding of words, to put the most careful man on inquiry, or to raise a suspicion that all was not right. The note thus clear on its face, was taken on the credit of the drawer, and now shall he be discharged from its obligation by reason, or on account of his own negligence in delivering a note that invited tampering with? He could have saved all difficulty by scoring the blank with his pen. It would have been impossible almost to have written all this without leaving traces of the alteration. In that case a purchaser of the note would take it at his own risk. This is, therefore, one of the cases in which it is a maxim, that "where one of two innocent persons must suffer, he shall suffer who by his own acts occasioned the confidence and the loss." Story, Eq, ss. 387. "If a bill or check be drawn in so careless a manner as thereby to enable a third person to practice a fraud, the customer and not the banker must bear the loss." Chitty on Bills, s. 6; Byles on Bills, 332; 22 Eng. L. & Eq., 516; 31 Barb. 100; 41 Ib. 465. "A party who entrusts another with his acceptance in blank is responsible to a *bona fide* holder, although the blank be filled with a sum exceeding that fixed as a limit by the acceptor. Though the filling of the blank in violation of the agreement of the parties be a forgery, the acceptor is estopped from setting up