

C. of A.]

NOTES OF CASES.

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I should remark that the rule which precludes papers not in the case from being used for the purpose of comparison, is not binding in some of the states nor in the Federal courts.

There are certain methods of examination fairly coming under this head, not, however, contemplated by it or by any other rulings of the courts, which I should deem conclusive. One of these methods I have alluded to in connection with the specimens I have given in the engraving; the other is embodied in the study of the anatomy or skeleton, so to speak, of the handwriting. By the anatomy of the writing, I mean the principles on which the letters are formed. This not unfrequently consists of an undermarking or skeleton which may not appear to the eye, but which constitutes an absolute distinction in style. This can best be illustrated by an actual case.

(To be continued.)

NOTES OF CASES.

IN THE ONTARIO COURTS, PUBLISHED
IN ADVANCE, BY ORDER OF THE
LAW SOCIETY.

COURT OF APPEAL.

RE GEARING.

*Insolvent Act of 1875—Married Woman—
Trader.*

Mrs. Gearing, who was married in 1859, had ever since resided with her husband, who carried on a mercantile business until February, 1876, when he became insolvent. Subsequently at a meeting of the creditors, a sale of his estate was made to Mrs. Gearing, who was not present at the meeting, and took no personal part in its inception or completion, but it was arranged that the purchase should be in her name, and that she should give her promissory notes for the price secured by a mortgage on her separate real estate. Her husband stated that he was really the purchaser, but as he had not obtained his discharge, and had no other security to offer, this arrangement was made, and it appeared that it was understood by every one engaged in the

transaction that its object was to enable the husband to continue the business. After the security had been given, the shop was re-opened, the same sign-board remained over the door, and the business appeared to be carried on precisely as before. Purchases of goods were made in her name for which she signed notes, but the orders were always given by her husband, and the correspondence, although conducted in her name, was written and signed by her husband, without any communication with her. After a time he obtained his discharge, and substituted his own name for his wife's in correspondence and on the notes.

Held, that she was not a trader within the meaning of the Insolvent Act of 1875, and a writ of attachment issued against her for a balance due upon her note given before her husband's discharge was set aside.

Delamere, for the appellant.

McMichael, Q.C., for the respondent.

Appeal dismissed.

[May 14.]

RE OLIVIER BOUCHER.

Habeas Corpus—Appeal.

A rule nisi to show cause why the prisoner should not be discharged and for the issue of a writ of *habeas corpus* was granted by the Chief Justice of the Queen's Bench sitting for the Court out of Term, and subsequently cause was shewn before the Chief Justice sitting in Court and the rule discharged. A formal rule to this effect was drawn up, signed by the Clerk, purporting to be the act of the Court, and headed in the "Queen's Bench before the Honourable Chief Justice Hagarty."

Held, that an appeal to the Court of Appeal did not lie from this judgment under either 29-30 Vic. c. 45, or under R. S. O. c. 38, sec. 18

W. W. Ward for the appellant.

Scott, Q.C., for the respondent.

Appeal dismissed.

[May 15.]

C. C. Ontario.]

NISBET V. COOK.

*Chattel Mortgage—Affidavit of bona fides—
Omission of name of Commissioner.*

Where the name of the justice of the