

I see nothing improbable in these admissions—quite the contrary; if the notes were forged, there is nothing more natural than that Seath would recognize the fact. For how would it be possible for him, if the notes were really forged, to make McCready and his bookkeeper believe they were genuine, and maintain this fact in their presence? Otherwise, how explain the presence of Seath at McCready's at the very moment he knew the note would be presented at the Molsons Bank, and that there were no funds there with which to pay it? Why should he be there? Why wait for Nash's arrival? Why promise to pay it the next day? If the note were genuine, he should not have been so anxious to see about its settlement?

There is, also, in confirmation of the fact that these notes were forged, McCready's letter, written 6th September, 1882, to the Molsons Bank, telling them that apart from three notes which he mentions in his letter as being genuine, if there were others there were forged notes. He said the same thing to the Union Bank, and his letter to the

Molsons Bank even goes further. He writes that apart from the three notes that he mentions as being genuine, all the other notes that Seath pretended to have been signed by McCready were forgeries. McCready was then very certain of this fact since he took upon himself to affirm it strongly. And the best proof that he was not mistaken is that the result confirmed the fact he asserted, and all other notes apart from those mentioned in the letter as genuine were repudiated and "are the notes now lost."

It is unnecessary for me to enter into more details on the proof. It suffices to say that the weight of the proof fell upon plaintiff, and not only did they not prove that the signature on the note referred to was the signature of McCready, but, on the contrary, the latter proved beyond all doubt that the signature in question was a forged signature.

Plaintiff's action is, therefore, dismissed with costs.

Messrs. G. B. Cramp, and W. H. Kerr, Q. C., for plaintiff; Messrs J. S. Hall, Jr., and L. N. Benjamin, for the defendant.