court to complain of it now;—so we have first a plain statement by the plaintiff that he accepted this offer, and acted upon it, and gave the information, and that the guilty party was convicted; and it is met by this "very strong *défense en fait*," which means, I suppose, to defy the plaintiff to prove his case; and then we have another plea alleging first, that before the advertisement was acted upon by the plaintiff, it was withdrawn; and, secondly, that the culprit who was denounced by the information given, was a nephew of the plaintiff, and that they acted in collusion.

As to the withdrawing the advertisement, there is no evidence at all that the defendant ever published any other to say that he withdrew his offer. There is only evidence that when it was rather late, and after the information sought by it had been tendered, it was taken down from the wall where it had been stuck up, and was put into the stove.

Then, as to the plea of collusion, it either means too much, or it means nothing at all. If it means that the plaintiff and his nephew contrived to share the reward by falsely putting forward as the thief an innocent person —it should have said so—for if he was not innocent, but was really the thief, there would be nothing wrong in the uncle exposing and bringing his nephew to punishment, however repugnant it might be to his feelings. On the other hand, it is just to say that it has been properly mentioned by the counsel for the defendant that the party instructing him lived at a distance, and that he admits the plea to be defective. There can be no doubt that under our law (see art. 984 C. C.) the publication of the offer by the defendant, and its acceptance by the plaintiff, constituted a contract between them; and the English cases are numerous to show the same thing. The only point is, did the plaintiff fulfil his part of it, for, if he did, the defendant must on his part be held to do the same.

The principal contention of the defendant was that he had offered a reward for one thing, and that the information given had led to another. He said he wanted information to convict the person or persons who broke into his store in the night preceding the 18th of May, and the conviction was only for larceny—and larceny laid as having been committed on the 15th of May. Now I am disposed to think there would have been a good deal in this, if it could have been shown that there were two offences committed about that time and at this same place; or if it could be shown that the youth who was convicted was only a receiver; and some one else had broken into the shop, while the boy was only reputed the thief because he was found in possession of some of the things stolen. This boy might have been examined as a witness. He might have been asked who broke into the shop, and he might have answered (mind I am very far from saying that I believe it), but as a matter of exposition I am observing merely that he might have proved, if it was true, that his uncle was the person who broke and entered the shop, or the uncle might have been examined, for that matter. But whose fault is it that nothing of this sort has been done by the defendant who was called upon to defend this case efficiently or not at all? If he had no defence he should have offered none. Justice is not to be satisfied by suspicion or twaddle:—we want facts; and if the defendant has no facts to allege and to prove, that would be an answer at once to such a case as this,—and if he had any, it was for him to take the responsibility of putting them forward in the record, and proving them by evidence. We say if he has no facts to meet the plaintiff's case, the proof made by the latter is enough. Time was not of the essence of the offence. This was not a burglary, which is breaking and entering a dwelling house in the night, and stealing therein:—it was merely breaking and entering a shop, and stealing therein—and the day and night are the same in that case. The evidence of stealing a part of the goods would support a conviction for stealing the whole. It is impossible to say that the information given would not "secure the conviction of the person who broke and entered." If it has not already led to such a conviction, it is not the plaintiff's fault. He gave the information; if the defendant has not applied that information properly, or made use of it so as to get a conviction such as he wanted, whose fault is that? Surely he cannot make his own omissions ground for refusing to fulfil his promise.