

stroy the conclusion they desire to be drawn from this testimony. In the first place, there is the evidence of the manager of the bank where the note was discounted, who tells us positively, that when the note was first offered him Clark's name was not on it, that he positively refused Clark and the defendant to give the money without Clark's endorsement, that Clark left, refusing to sign, having no interest and no authority to endorse from his friends in England. The next day, however, he returned and signed, and thereupon the manager gave the money. If this story be true, it was Clark who signed for credit after all the others. In the next place, it is proved beyond a doubt that the defendant as President of the road got the money, and he wrote as a receipt to be handed to Clark a letter, which seems to indicate that then, at all events, the defendant and the other directors endorsers looked upon their having to pay the note as a not improbable contingency. The letter is in these terms:—

MONTREAL, 7th August, 1874.

James P. Clark, Esq.:

DEAR SIR,—I hereby acknowledge receipt of your cheque for \$9,800.55 to my order, being discount of the note of the Montreal, Chambly and Sorel Railway, by myself, as President, and by the Secretary, to the order of Ashley Hibbard, contractor, and endorsed by *self, personally guaranteeing the due payment of the same*, as also by fellow Directors. And I hereby bind and oblige myself to see personally that the proceeds hereof are applied to the purposes for which the note was granted by the Board, per their resolution, namely, the payment of wages, &c., now past due, and for no other purpose whatsoever; and,

I am, dear sir,

Very faithfully yours,

(Signed), S. T. WILLETT.

But it is urged that the object of that letter was to assure Clark that the money would be expended in furthering the common enterprise. To some extent this is true. It was unnecessary to create a legal liability on the note; but incidentally it shows that Willett had not at that time present to his mind the idea which he puts forth now in his defence; or, if he had, it is unfortunate for him that he should have used expressions incompatible with his present

exception. This becomes more striking if we take a third fact perfectly proved, which seems to increase the improbability of the defence, and it is this, that one of the directors, Baker, said he would not endorse, but he would give his share in money, which he did. It is not very likely he would have done this if he had thought he was to have Clark and all his friends in England between him and payment.

A point is made by appellant of the fact that Clark borrowed part of the money to retire the note from two of Baylis' creditors. Even if it were admitted that they gave him the money to withdraw the note it would not strengthen the defence a whit. It would show that Clark was compromised through his efforts in their favor, and that therefore they protected him. But as a fact Clark swears in answer to interrogatories from which alone we know the fact, that he borrowed the money from them. I go further and say that if Clark had been the agent of Crossley authorized to endorse this note, it would not change the matter, and really this is all Hibbard's evidence goes to establish when he says "Mr. Crossley told Mr. Rae in my presence that although Mr. Clark had endorsed it, it was endorsed for him and his associates, friends, and practically it was his to pay." This is no more than to say: "My friends and I will protect Clark, although he is legally responsible, having endorsed, and practically, that is so far as the Merchants' Bank is concerned, we will have to pay instead of him." There was also a point made of Rae writing to the English parties for payment. This is no contradiction to his testimony. He hoped these friends would protect Clark who was liable to the bank, it does not show that he ever expected they would protect Willett.

Judgment confirmed.

Kerr & Carter for appellant.

Hutton & Nicolls for respondent.

THE BRADLAUGH PROSECUTION.

The case of *Reg. v. Bradlaugh*, for the publication of a blasphemous libel in the *Freethinker*, absolutely bristled with points of law. The Bankers' Books Evidence Act, 1879, the Evidence Further Amendment Act, 1869, and Lord Campbell's Act, and the law of blasphemous libel, all came under discussion in the course of the case, or of the Lord Chief Justice's sum-