her deeply wronged husband, and went so far as to allege that her husband was not only aware all along of her intercourse with Warner, but really sanctioned her visits to him, and knew of her receiving money from him! This incredible statement was repelled by the husband and further negatived by expressions in letters of the witness herself. The learned judge in addressing the jury charged strongly against the plaintiff and made severe strictures upon the conduct of the wife, remarking: "I should have put an end to the case if it had not been that a most frightful accusation has been introduced against Mr. Lyon, which I thought, ought to be submitted to you. For the plaintiff's counsel was not content to put the case upon mere authority. He has charged that this gentleman connived or conspired with his wife to allow her to have intercourse with another man during their married life, and that, therefore, from that bare motive he endorsed or allowed the plaintiff to give her credit. That is a frightful issue."

The jury retired, about 3 o'clock, to consider their verdict, one of them observing (as was understood) that all but one were agreed for a verdict in the defendant's favour. This juryman still proving obdurate, they were discharged by the learned judge, on their coming into court at 10 minutes past 7, and judgment was by his direction entered in favour of the defendant husband, with costs. Explaining his action in taking this unusual step the judge remarked that at the close of the plaintiff's case the Solicitor-General had requested him to rule that there was no case to go to the jury. He intimated his opinion pretty strongly that there was not, but did not say then what ought to be done in that connection, and with a view of giving the jury an opportunity of indicating, still further, Mr. Lyon's character, he left the matter to them. When, however, they were discharged without a verdict, in furtherance of the repeated request of the Solicitor-General, he gave judgment for the defendant with costs as above stated. So ends a very sad case which, says *The Times*, is "one of the most extraordinary, perhaps, that ever came before a court of law," and concerning which the learned judge remarked "We have here the history of the modern Aspasia."—*Western Law Times.*

COUR DE MAGISTRAT.

MONTRÉAL, 23 mars 1889.

Coram CHAMPAGNE, J. C. M.

TURGEON v. DELORME.

Transport de créances—Signification—Droit d'action.

JUGÉ:—*Qu'il n'y a pas de lien de droit entre le demandeur et le défendeur si le transport n'a pas été signifié avant l'action; et que la signification de l'action ne tient pas lieu de signification du transport.*

Ce jugement fut rendu conformément à la jurisprudence établie par la Cour d'Appel, à Montréal, dans *Prowse & Nicholson*, M. L. R., 5 Q. B. 151.

P. U. Renaud, avocat du demandeur.

Préfontaine, St-Jean & Gouin, avocats du défendeur.

(J. J. B.)

COUR DE MAGISTRAT.

MONTRÉAL, 22 juin 1889.

Coram CHAMPAGNE, J.

GRANGER et al. v. DAVID.

Billets de concert—Vente—Agent—Reddition de compte.

JUGÉ:—*Qu'une personne qui se charge de vendre des billets de concert pour un autre, et en reçoit une certaine quantité, doit en rendre compte, soit en en remettant la valeur en argent ou les billets mêmes non vendus à moins de perte de ces derniers par force majeure.*

Les demandeurs poursuivent le défendeur sur un compte. Le défendeur admet le compte et offre en compensation jusqu'au montant de $2.25, la valeur de billets de concert que les demandeurs se seraient chargés de vendre pour lui, à son profit, et qu'ils n'ont pas vendu et qu'ils ne lui ont pas remis. La balance du compte ayant été offerte avant l'action, il renouvelle ses offres avec consignation.

Le jugement fut rendu suivant les offres; les demandeurs ayant accepté du défendeur des billets à vendre pour un concert devaient