

20. That the overvaluation of an immovable property given in payment for the chattel obtained by the accused does not constitute a false pretence.

30. That when goods are obtained by a fraud, the Court will permit, without previous notice to the accused, the proof of similar frauds having recently been practiced upon others, in order to show the intent of the prisoner.

The evidence at the trial disclosed the following facts :

In the spring of 1882 Durocher went to one John McGarvey, a large furniture dealer at Montreal, and represented to him that he was about to open a hotel which he had rented at Ste. Therese, that he had made considerable repairs to that hotel, and was rather short of money.

He declared that he wanted for his hotel about eight or nine hundred dollars' worth of furniture which he proposed to purchase on credit, offering as security, a mortgage upon an immovable property of which he was proprietor at Longue Pointe, and which he represented to be worth from three to four thousand dollars over and above all charges and incumbrances. As McGarvey appeared to have some hesitation about the sufficiency of the security offered, Durocher proposed to give his property in payment for the furniture he required, but on the two following conditions : 10. that McGarvey would assume the payment of a certain annual rent of about two hundred dollars to one Mrs. Hedge ; and, 20, that he would transfer back the property in question at the expiration of a period of three months, on McGarvey's being paid the full amount of his bill. The latter condition was particularly insisted upon by Durocher.

The bargain proposed was agreed to by McGarvey, and upon a deed with right of redemption being consented to by Durocher of the property mentioned above, he sold and delivered to Durocher the eight hundred dollars' worth of furniture required by the latter. Durocher had at first ordered the furniture to be delivered at the railway depot,