

taker could claim a lien on and hold it until certain false charges were paid, was larceny. The Chief Justice says: "We think deprivation of the ownership of property is one of the essentials of larceny. But is it necessary that the intent shall be to deprive the owner of the whole property taken? Is not the *animus furandi* as manifestly shown when the intent is simply to deprive him of a partial, though unsevered, interest in the property? There have been several decisions in which facts not distinguishable, in legal or moral bearing, from those found in this record, have been pronounced larceny."

DEFINITION OF FRAUD.—A recent number of the *Law Quarterly Review* contains an elaborate discussion of the "Definition of Fraud," from the pen of Melville M. Biglow. This article is to be the first chapter of a work by its contributor on "Fraud." He states the grounds on which judges have sometimes declined to attempt a definition of fraud. These are chiefly the hopelessness of the undertaking, and the supposed danger attendant on circumscribing the limits within which fraudulent acts must lie. Definitions, however, have been attempted by the Roman laws by the dictionaries, by our judges, and by text writers. The author makes a distinction between a definition and a rule. To lay down a rule, limiting all frauds by it, would, he admits, be dangerous; but some clear and exact idea of fraud, such as a definition supplies, is necessary. The characteristic factor in fraud *civilliter* (the subject of this article) is either deception, touching motives; or it is circumvention, not touching motives. In the first form of the characteristic factor the parties are concerned together in some transaction; in its second form they are not. In either case general or particular rights may be affected. In the definition of fraud, its success or failure may be disregarded, for, though the courts generally refuse to take cognizance of fraud which comes to nothing, all the elements are present. Fraud may be said to consist in an endeavour to alter rights by deception touching motives, or by circumvention not touching motives. Such deception or circumvention may relate either to general or particular rights. We thus obtain four clauses of frauds, of each of which the author gives an illustration.

As an example of deception, touching motives and affecting general rights, we may take the action of a man who purchases my property on credit, not intending to pay me for it. He endeavours, by deception practised on my motives, to alter the right to my money. Again, if I am arrested on Sunday upon a trumped-up charge of crime, and held until Monday, for the purpose of arresting me on Monday on civil process, it is sought by circumvention (not practised on my motives) to alter one of my general rights, my right to liberty. The maker of a promissory note seeks to have me substitute for it another written agreement, apparently signed by the same surety as signed the note with him, on a false representation of the genuineness of the signature of the surety. He tries by deception, touching my motives, to alter one of my particular rights, the right to the benefit unimpaired of the obligation under which he and the surety are to me. Once more, when my debtor resolves not to pay me, and puts his property