

frequent of late—telegraphs to detective Young “Knapp and Griffin are here.” Mr. Macdonald, the Agent of the Royal Insurance Company in New York, soon after comes here, accompanied by the New York detectives, and he at once recognizes Knapp and Griffin as the two men who had been in the office immediately before the bonds disappeared. The presumption of law clearly is that in fleeing as they did they naturally carried off the booty which they had risked so much to secure. Following up the narrative of events we find that the New York detectives who came on with Mr. Macdonald, recognize these men and have them arrested. The Manager of the Royal Insurance Company here, Mr. Routh, and the New York Agent, are then advised to see the prisoners in gaol, and demand the restitution of the bonds, in the hope that they might be thus induced to make amends, and if not, that their positive refusal to give up the bonds should be established. Mr. Routh, Mr. Macdonald, and Mr. Perry, the Inspector, accordingly visit the gaol. The conversation with the prisoners is sworn to by Mr. Routh and Mr. Macdonald. Paxton, a prisoner who happened to be confined in the same ward, tells us, that the defendants in speaking of their arrest at that time said it was a mere matter of detention; that they expected in a few days to be released. That they knew there was no criminal charge that could get at them, and that the bonds were “planted,” and could not be got at. Well Mr. Routh accosts these men, and says, “We have come about these bonds; you had better give them up and get out of this place.” They commence by denying that they ever had the bonds at all. Macdonald says one of them got angry, and told Mr. Routh he had no business to come there. Then Knapp remonstrated with the other, and said, “There is no use in getting angry; these gentlemen have come here on business.” Treating the affair, then, as a mere matter of business, Knapp says, “What do you value these bonds at?” and thereupon he and Mr. Macdonald go into a minute calculation, establishing some of them to be worth so much and others so much, and he then asks, “What reward are you offering for them?” “Well,” says Mr. Routh,

“\$10,000 has been offered in New-York,” intimating that the Company would be very happy to give that sum. Whereupon Knapp exclaims, “Well, gentlemen, you must take us to be God damn fools to give up such a sum for such an amount.” Then comes in the additional evidence. We have first the evidence of Mr. Mulvahille, who was confined in the same ward with the defendants, and swears positively, as to the conversation between him and Griffin. Griffin said it was better to be there for two months than “up the river for five years.” All this time these men were under the impression that their arrest was a mere temporary affair. Mulvahille says that Griffin explained how the whole affair was done, how one of them engaged the “old bloke” (as he called the manager) in conversation about a life insurance, while the other secured the tin box, concealed it under his coat tails, and then walked out of the office. And, in reply to a question from Mulvahille as to where the bonds were, Griffin replied that they were all safe here and were “planted.” From Paxton we have somewhat of a similar deposition.

*Carter, Q. C.*, also for the plaintiffs. The first inquiry is as to the nature of the plaintiffs’ claim in this case. The Royal Insurance Company is an English institution, having an office in Montreal and a branch in New York. The evidence discloses the fact that the larceny of the bonds constituting the subject matter of the claim was committed in New York, by the two defendants, who immediately sought safety in flight, and, availing themselves of the facilities afforded by our accessible frontier, they took refuge here. The first question to which the Court must direct its attention is one of fact, viz., does the evidence establish that a larceny of the bonds was committed, and whether the defendants were guilty of it? It is contended by the learned counsel, Mr. Robertson, that the evidence fails to establish the fact that the defendants were the guilty parties. I cannot understand how he could assert such a proposition, unless he wishes to ignore all the legal maxims to be found in every work on evidence. If I understand his proposition, it is this—that in a civil case nothing short of direct and positive testimony will suffice. I