namely, that it would have no sort of materiality—that it would not be in the case at all. It would not be deemed to be wilful, and it could not be corrupt. But it is manifest that the defendant could have brought up witnesses to establish that he had never said what the notes contained. Since these notes were written I have had my attention drawn to the case of *Regina* v. *Hughes*, which is to be found in the 2 Legal News, p. 39, which, I think, clearly shows that our decisions in the two cases mentioned, and in this one, are in accordance with English authority. I am therefore of opinion that the defendant was rightly convicted.

MONK, J., differed. His Honor was of opinion the stenographer had no authority to take the notes of evidence, there being no consent in writing, and that this irregularity in the proceedings was fatal to the case.

Sir A. A. DORION, C. J., said the majority of the Court held that the accused could not be convicted on the notes of the stenographer, because the notes were not read or signed by the accused. But he could be convicted on evidence of what he said. He was convicted on the memory of the witnesses who were present and heard what he said.

Conviction affirmed.

Mousseau, Q.C., for the Crown.
St. Pierre for private prosecutor.
W. H. Kerr, Q.C., for the prisoner.

MONTREAL, June 15, 1880.

COTNOIR (deft. below), appellant, & PARENTEAU (plff. below), respondent.

Admissions of defendant—Divisibility.

The appeal was from a judgment of the Circuit Court, District of Richelieu, CARON, J., maintaining an action by respondent for $105, for money lent to appellant.

The appellant, defendant below, being examined as a witness, admitted that he had borrowed the sum of $100 from the respondent.

In cross-examination, the appellant stated that he had borrowed this sum, but had returned it, and at the time the action was instituted owed respondent nothing.

In re-examination, the appellant stated that he had paid one Odilon Fortier $350, and that in this sum was included the amount due to respondent.

The Court below held that appellant's admissions were divisible, and condemned him in the amount sued for. The *considérants* were as follows:—

"Considérant que la demanderesse reclame la somme de $105 pour argent prêté en Avril 1875, et qu'à la dite action le défendeur a plaidé par une défense en fait;

"Considérant que le défendeur, entendu comme témoin, admet avoir emprunté £25 de la demanderesse, sans stipulation de l'époque à laquelle il devait rendre la dite somme, et qu'il admet en outre qu'il n'a jamais rendu la dite somme à la demanderesse, mais qu'il a payé le printemps dernier au nommé Odilon Fortier $350, et que c'est dans cette somme qu'il prétend avoir payé la dite somme de $100, empruntée de la demanderesse comme susdit;

"Considérant que les dites admissions du défendeur sont divisibles;

"Renvoie la défense du défendeur, et condamne le défendeur à payer à la demanderesse la somme de $100 due tel que dit ci-haut, avec intérêt," &c.

The defendant appealed, contending that his answers could not be divided, and cited Larombière, traité des obligations, sur l'art. 1356 du Code Napoléon.

Sir A. A. DORION, C. J., said that this was not a case in which the principle of the indivisibility of the *aveu* could be applied. The defendant had not told the same story throughout. He said first that he had paid the plaintiff, and afterwards that he had paid the money to Odilon Fortier.

Judgment confirmed.

Barthe & Wurtele for appellant.
Mathieu & Gagnon for respondent.

SUPERIOR COURT.

MONTREAL, June 14, 1880.

FAUSSE v. BRIEN.

Stamps on promissory note—Cancellation of stamp by initials of maker, but not written by himself.

This was an action to recover $53, begun by a *capias* in the Superior Court. The defendant had already presented a petition for his liberation, which had been rejected by the Court. The issue now to be decided was whether the note had been properly stamped and ini-