

of an Index to the Public and General Acts of the Dominion of Canada which are now in force.

A work of this nature involves very considerable labor, and should receive the cordial support of the profession. Some years will probably elapse before the official consolidation is completed, and until that work is brought to a close Mr. Fremont's Compendium cannot fail to be of the greatest service in facilitating the examination of statutes and saving many tiresome searches. The book is well printed and handsomely bound, uniform in style with the volume of *Condensed Reports* recently reprinted by Mr. Periard.

THE MANITOBA LAW JOURNAL AND LAW REPORTS, edited by John S. Ewart, Barrister-at-Law. Winnipeg: Robert D. Richardson, Publisher.

The growth of the Prairie Province is indicated in a very marked way to legal eyes by the appearance of this new legal journal, of which the issues for January and February have reached us almost simultaneously. The *Manitoba Law Journal* comprises 16 pages monthly of articles and miscellaneous matter, and about 24 pages of law reports paged separately. We confess we were rather surprised at the advent of such a well-grown brother from the West. The editorial work appears to be ably and carefully executed, and in typographical as well as literary excellence, the *Law Journal* will compare very well with its older contemporaries.

## NOTES OF CASES.

### COURT OF REVIEW.

MONTREAL, November 30, 1883.

Before JOHNSON, TORRANCE & RAINVILLE, JJ.

WILLIAMS V. NICHOLAS.

*Contract—Offer of Reward—Compliance with Terms.*

The defendant offered a reward for information that would secure the conviction of the person who broke into his shop on the night of the 17th May and stole goods therefrom. The plaintiff gave information that his own nephew was the thief, and the latter was convicted on his own confession of larceny, as on 15th May. Held, that the plaintiff

was entitled to the reward, notwithstanding that the conviction was for larceny and not for breaking into a shop and stealing therefrom, and that the date was different from that mentioned in the offer of reward—more especially in the absence of proof that there were two offences committed about that time at the same place or that the person convicted was only a receiver.

The judgment inscribed in Review, was rendered by the Circuit Court, St. Francis, (Plamondon, J.) 16 June, 1883.

JOHNSON, J. The defendant had a store or shop at a place called Sawyerville in the District of St. Francis, and on the 18th of May he advertised and published an offer of a reward in the following terms: "One hundred dollars will be paid for information that will secure the conviction of the person or persons who broke into my store last night, and stole therefrom a number of watch chains, pocket knives, razors, &c.

JAMES NICHOLAS.

"Sawyerville, 18th May, 1882."

Soon afterwards the plaintiff communicated to the high constable that he had discovered the thief, and further went himself to the defendant with the same information; but the defendant never came forward to make his complaint, and it was left to the High Constable to act upon the information he had received from the plaintiff. The thief was arrested and taken before the District Magistrate, and convicted on his own confession. The plaintiff then brought his action to get the reward, and the defendant pleaded, 1st. by what he calls in his *factum*, a very strong *défense en fait*, which was meant no doubt to conform to the law requiring an express denial of what is intended to be denied, while at the same time it eluded the law by not expressing or taking out of the aggregate of facts, those which he denied; but by denying them collectively, and saying he meant that to be a denial of each fact expressly and by itself. This, of course, is not what the law requires; but only shows that the party knowing what the law is, wants to substitute something else more convenient to himself. However, this sort of thing has been tolerated too long in this