

give me any money, for I had determined to take what money I could get, and take another note. While the note was still on the table, my attention was drawn to the door. I rose from the table on which the note was placed, and on which I had been leaning with my elbow, for the purpose of shutting the door. When I had closed the door, I remarked that the prisoner had moved nearer the note in my absence. He then took it up and told me he was going to settle it. He then began to tear it up, and when he had torn it, he put the pieces into his mouth and chewed them. I was so astonished at this that I didn't know how to act, but my second thought was to let the prisoner escape, as I might have no evidence against him; but at last the consideration of the amount outweighed everything else. I then went to the office of Mr. Bedwell, the lawyer, which is in the same building with my own, and told him of the circumstances, but neither of us strove to hinder the prisoner from chewing the note. I then left the prisoner in the custody of Mr. Bedwell and went down stairs to look for a policeman. Having found one, the prisoner was removed to the station. The officials there seemed to laugh at me rather than to pity me. When at the police office I wanted the prisoner to take an emetic, but he would not comply, saying he was not sick, but in good health, (Laughter.) I swear that the only paper on the table in my office was this note, and that I have never seen it since the prisoner put it in his mouth. About two hours after the prisoner had been lodged in the police station, I got the note protested. The note was in my possession from the time I purchased it to the time it was destroyed."

There is a little obscurity in the report from which the above is condensed as to the time the note came into Mr. Malo's possession, but this is of minor importance. On cross examination, Malo said he thought he paid about \$500 for the note, but was very doubtful about the amount. He kept no books for his business.

Mr. Bedwell was called to corroborate Malo's statement. His evidence amounted to this—That he was in his office at the time, and heard a great outcry. Having opened his office door, he saw Malo standing in the passage, and heard him cry, "Mr. Bedwell, the prisoner has stolen my note for \$5,600." Bedwell having entered Malo's office, noticed that the prisoner appeared to be chewing and try-

ing to swallow something, which he apparently succeeded in doing. The prisoner seemed anxious to get away. Malo said, "he has eaten my note and has it in his belly." Bedwell heard the prisoner protest that he owed Malo nothing.

Some of the persons whose names were on the note, stated that they had endorsed notes for the prisoner, and some of them had such perfect confidence in him, and found him so punctual in his payments, that they endorsed for him without taking any interest.

The trial being continued on the 15th April, a number of witnesses were called for the defence, the object being mainly to establish that the prisoner had enjoyed a high character for honesty and integrity, while the accuser was known to be a hard man who endeavored to extort as much as possible from his debtors. Dr. Davignon stated he had often remarked that when Dr. Sabourin was excited he appeared to be making attempts to chew or swallow something. This peculiarity was corroborated by other witnesses, several of whom, moreover, swore that they would not believe Malo on oath. There was also evidence of the improbability of Dr. Sabourin requiring the loan of so large a sum of money.

In rebuttal, the Crown called several witnesses who, while admitting that Malo passed for a hard man and a shaver, nevertheless were of opinion that he was to be believed on oath.

Judge Aylwin, in reviewing the evidence, commented with some severity upon the unfavourable character attached to the private prosecutor, and expressed the opinion that his statement could not be credited in the face of the evidence adduced by the defence. A verdict of Not Guilty was then found by the Jury without retiring from the box, a verdict which was received with applause in the Court.

ANALYSIS OF THE JUDGMENTS RENDERED IN THE COURT OF AP- PEAL—JUNE TERM—MONTREAL.

Judgment was rendered in twenty-two cases, and of the twenty-two judgments of the Court below :—9 were confirmed ;