

framed as to be sufficiently comprehensive, and at the same time carefully exclude any evidence from which the jury may draw an inference; and the assignment of facts in this case conformed to this rule.—*McRae & Canadian Pacific Ry. Co.*, Dorion, C. J., Tessier, Cross, Baby, Church, J.J., Sept. 17, 1887.

*Extradition—Habeas Corpus—Jurisdiction of committing magistrate—Forgery—"Accountable Receipt"—R. S. ch. 165, s. 29—Alteration—Confession, Admissibility of—Informalities of Procedure.*

*Held*, 1. Where a commissioner has been appointed under the Great Seal of Canada (Sect. 5 of the Extradition Act, R. S. ch. 142), and his appointment as such commissioner has appeared in the official *Gazette*, and he is thereby "authorized to act judicially in extradition matters under the Extradition Act, within the Province," and he describes himself in a warrant of commitment as "a Judge under the Extradition Act,"—that his jurisdiction is sufficiently disclosed.

2. In examining upon a petition for *habeas corpus*, whether the detention of the prisoner is lawful, the Court or Judge will set aside the warrant of commitment only if there be manifest error in the adjudication. If the commissioner had jurisdiction, and there was legal evidence before him, the Court is not called upon to examine the sufficiency of the evidence.

3. If the first commitment be irregular, but be replaced before the return of the *habeas corpus*, by a valid commitment, the prisoner will not be discharged. (The decision of Mr. Rioux, 11 *Leg. News*, 323, approved).—*Ex parte Debaun*, Church, J., Nov. 13, 1888.

#### SUPERIOR COURT—MONTREAL.\*

*Libel—Mercantile Agency—False rating—Responsibility.*

*Held*, (following *Bradstreet Co. & Carsley*, M.L.R., 3 Q. B. 83), That a mercantile agency is responsible in damages for communicating to its subscribers a false rating of a person engaged in business, whereby his credit is injured. Absence of malice, and the fact that the report was subsequently corrected, will

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not exonerate the defendant, but may be considered in mitigation of damages.—*Steel v. Chaput et al.*, Davidson, J., Nov. 12, 1888.

*Execution—Sale of immovable by Sheriff—Arts. 688, 719, C. C. P.—Creditor who has filed an opposition becoming purchaser.*

*Held*, that when a mere chirographary creditor who has filed an opposition in the hands of the sheriff, becomes purchaser of the immovable sold, he is not entitled to retain the purchase money to the extent of his claim,—Article 688, C. C. P., referring only to the seizing creditor and to hypothecary creditors.—*Fairbanks et al. v. Barlow, & Smith*, adjudicataire, Loranger, J., Nov. 28, 1884.

*Opposition afin d'annuler—Affidavit—Arts. 583, 584, C. C. P.*

*Jugé*, (infirmant le jugement de la cour inférieure, M. L. R., 3 S. C. 165).—La déposition au soutien d'une opposition sur saisie n'est requise que pour l'obtention de l'ordre de sursis, et que l'insuffisance de telle déposition ne justifie que la révocation du sursis et non le renvoi de l'opposition.—*Morin v. Morin, & Morin*, opposant, en révision, Johnson, Jetté, Taschereau, J. J., 31 oct. 1887.

*Déclaration—Mis en cause—Absence d'allégations contre une partie—Défense en droit.*

*Jugé*, que si la déclaration ne contient aucune allégation positive contre une partie mise en cause, cette dernière pourra se faire renvoyer des fins de la demande sur défense en droit.—*Plante v. La Société des Artisans, & Laurent*, mis en cause, Jetté, J., 31 oct. 1887.

*Jury trial—Verdict—Arrest of Judgment—Railway.*

The assignment of facts submitted to the jury contained questions relating not only to the expulsion of the plaintiff from defendants' trains on two dates specially alleged in the declaration, but also to his being prevented from travelling on their trains subsequently, which, in the opinion of the Court, was not complained of at all in the declaration. The verdict awarded damages generally.

*Held*, that the defendants had a right to