tion was proper, as the first Act undertook to make terms and conditions for the contracting parties, contrary to the usual course of Legislation, it was right, to leave to implication as little as possible. I view the last act as only declaring what the common law would have ruled without it. In the construction of Statutes, we find instances in Dwarris and Mailher de Chassat, of the application of the rule which in my opinion ought to decide this case, of bringing within a genus, cases of species not expressly enumerated. I have viewed this case as one of the construction of a contract, my opinion is the same if it be viewed in the light of a construction of a Statute. I am, therefore, of opinion to affirm the Judgment of the Court below.

Judgment of Court below reversed.

Thomas W. Ritchie, for Appellant.
Sanborn & Brooks, for Respondents.
(S. B.)

IN APPEAL FROM THE DISTRICT OF MONTREAL.

MONTREAL, 1st DECEMBER, 1858.

Coram Sir L. H. LAFONTAINE, Bart., C. J., AYLWIN, J., DUVAL, J., CARON, J.

No. 6.

SHAW, ET AL.,
(Defendants in the Court below),
Appellants.

AND

MEIKLEHAM,
(Plaintiff in the Court below),
Respondent.

Held,—That a verdict of a Jury cannot be set aside in appeal, when no motion has been made in the Court below either for a new trial, in arrest of judgment, or for judgment *non obstante veredicto*.

This was an Appeal instituted *de plano* from a judgment rendered by the Superior Court at Montreal, on the 23rd day of November 1857, condemning the Appellants to pay to the Respondent the sum of £474 6s. cy., as found by the verdict of a special jury before whom the case was tried, there being no motion of any kind to set aside such verdict.

LA FONTAINE, J. C.,—Ce procès a été instruit devant un corps de jurés dont le verdict a été favorable au demandeur; et celui-ci a ensuite obtenu un jugement homologatif du verdict et condamnant en conséquence les défendeurs à lui payer la somme de £474 6s. 0d. cy.

En cour de première instance, les défendeurs n'ont point fait motion "pour suspendre le jugement," (in arrest of judgment), ni "pour demander un nouveau procès, ou pour mettre de côté le verdict." (Statut de 1851, ch. 89, sect. 4, ¶ 1.) Cependant ils ont interjeté appel du jugement qui les condamne à payer. Cet appel peut-il être admis? S'il est admissible, nous sommes appelés ou à confirmer la condamnation, ou à rendre tel autre jugement que la cour de première instance aurait du rendre. La question est donc de savoir si, dans les circonstances, en supposant même le verdict attaquable, la première cour aurait