circumstances, and that the facts alleged only showed one offence, and, that though it was necessary to state these facts, the Act of 18 Vic., warranted the stating them in the concise form here used, and he insisted also, that under the statute these objections should have been taken before the jury was sworn, the objections being to matter of form, apparent in the face of the record; and, that the indictment must be held good after verdict at all events.

We think the best way to test the validity of the indictment, is to look at it as if all unnecessary words were struck out of the first part of it. It would then simply state, that the prisoner got the order, and with fraudulent intent obtained the wheat. The Act 18 Vic., allows of a most concise form of indictment for this offence. That form only requires the allegation of the quantity and name of the property, and that it was obtained by false pretences with intent to defraud. Yet the form is not compulsory. It would be absurd to make it so. Indictments *may be* in this form, the act says; but they may be varied to suit the facts, keeping in view the concise manner of framing them shown in the statute. Then the cases given in Archbold, (and no others were cited on either side,) show, that if a false pretence consists of a series of acts, each should be named; and in one case an indictment is held bad for not naming one piece of the prisoner's conduct sufficiently. Here there were two acts making one pretence. Both are named as sufficiently as the statute requires, though the fraudulent intent need not have been alleged except as to the second of the two acts. But the two allegations of fraud, could not mislead the prisoner, or deprive him of any opportunity or means of defence which the omission of either would have left him. And this fact, if there were no other reason, shows that the defect, if any, is cured by going to trial, and certainly cured by verdict. But we think that there is no "formal defect." If there be any, it is only in the insertion of surplusage—the two allegations of fraud. Certainly this defect, if it be one, was apparent enough on the face of the record to require a demurrer before going to trial. But, had the allegation of fraud been inserted six times, although the indictment would have been inartificial, it might not have been bad. But, does it charge two offences? We think not. The narrative is not separated in any of its parts. It is a simple statement of one fraudulent transaction, but a transaction only consummated by two acts, the obtaining the order, and then the wheat.

As to setting out the order, the ninth section of the statute disposes of the objection.

It was ingeniously argued that the indictment was so double that one could not tell to what part of it the closing words, charging fraud could apply. They obviously relate to the transaction, which is a single fraud, consummated by *two* acts, each done with "intent" to do *one* fraud. This is the plain meaning of the indictment, and the finding of the jury, and we think it must stand.

The motion is refused.

There was another motion, to reserve points of law under chap. 109, revised statutes, upon similar grounds.

We think the case clearly made out by the evidence, and find no question of law to reserve.

Another motion was made for a new trial under chapter 110. We see no reason for granting it, and the conviction stands affirmed.

From this last decision it is open to the prisoner to appeal, and by so doing he may perhaps be able to raise all the questions here decided, and have them all disposed of by the Court in Toronto. The sentence will be postponed until the first day of next Quarter Sessions, in order to give the prisoner an opportunity of testing the accuracy of the present decision, as his counsel has stated his intention of doing, by appeal.

Such was the judgment, and we shall await with some interest the final decision. It is very questionable, it seems to us whether the court had power to remand the prisoner to the next session, however much they might desire to give him the benefit of an argument before one of the Superior Courts. But as the offence calls for a most serious punishment, it seems that the Bench preferred to run the risk of the delay, rather than pass a sentence after a verdict and judgment which might be wrong. Whatever the issue, we feel confident that the law simplified as it is supposed to be, may be usefully still further simplified and condensed. (*Communicated.*)

CHANCERY AGENCY TARIFF.

We publish below a series of resolutions, lately adopted by the Chancery practitioners in this city, relative to Agency fees. Some years ago, when the Common Law Tariff was on much the same scale as the present Chancery Tariff, the Toronto practitioners declined to act for their principals at less than full fees; but, under existing circumstances, we think the Chancery practitioners here have acted wisely in adopting the rate fixed by the resolutions; and since the present tariff of their Court is lower in many cases than that of the Common Law Courts, it may not perhaps be inappropriate to advise liberality to their country principals, as, doubtless, few but difficult cases will, owing to the appointment of Deputy Masters and Registers in the various counties, be carried through in Toronto. We understand that during last winter the difference between the tariffs at Common Law and Chancery, was brought under the notice of the Chancery Judges, and some amendment promised. The court, we learn, expressed surprise at the difference, and requested suggestions, which were shortly afterwards submitted; but as yet nothing has been done, although a tariff of Sheriff's fees has been issued, allowing those officers Common Law fees in all Chancery proceedings. Whatever may be the result, the present disbursements are too heavy in proportion to the fees; and it may be well for all interested to consider how far the rule which was adopted in framing the Common Law tariff, may be beneficially applied in Chancery—"to pay fairly for what is done, but *to shorten the work.*"

TORONTO, 21st July, 1859.

At a special meeting of the practitioners in the Court of Chancery, residing in Toronto, held this day, pursuant to notice, for the purpose of taking into consideration a Tariff of Agency Fees, to be charged for business performed in Toronto, by agents for their principals, Mr. Davis having been appointed Chairman, and Mr. Fitzgerald, Secretary; it was

1. Moved by Mr. Roaf, seconded by Mr. Blake, and

Resolved unanimously, That the members of the profession present at this meeting, and the other practitioners signing these resolutions, pledge themselves not to practise as Agents in Chancery at lower rates or terms than those resolved upon at this meeting; and those present hereby agree respectively to sign the resolutions which may be now adopted.