

FLOTSAM AND JETSAM.

partner, and we made a complete case, going for him in the name of the Commonwealth and Smith, Butler & Co. Well, the lawyer for the defence claimed that the money being taken from a private drawer in the safe, was my money exclusively, and that my partner had nothing to do with it; that the case should be prosecuted by me individually, and not by the firm. The old bloke who sat on the bench wiped his spectacles, grunted around awhile, and dismissed the case. Away goes the man again. Then I got another hitch on him, and tried to convict him of theft, but the court held that he should be charged with embezzlement. Some years after that I tackled him again, and they let him go. Statutes of limitation, you see. Well, I concluded to give it up, and I did. But just about four years afterwards, I was down to Colorado, and a man pointed to another and said: 'That fellow has just made a hundred thousand in a mining swindle.' I looked, and it was my old cashier. I followed him to the hotel, and nailed him in his room with the money. 'Now,' I says, 'Billy, do you recognise your old boss?' and of course he did. Says I, 'Bill, I want that three thousand you stole from me, with the interest and all legal and travelling expenses.' 'Ah! you do,' says he. 'Didn't the courts decide that—?' 'Curse the courts,' says I, putting a six-shooter a foot long under his nose. 'This is the sort of a legal document that I'm travellin' on now. This is the complaint, warrant, indictment, judge, jury, verdict, and sentence all combined, and the firm of Colt & Co., New Haven, are my attorneys in this case. When they speak they talk straight to the point of your mug, you bloody larceny thief. The jury of six, of which I am foreman, is liable to be discharged at any moment. No technicality or statute of limitations here, and a stay of proceedings won't last over four seconds; I wan \$10,000 to square my bill, or I'll blow your blasted brains out.' Well, he passed over the money right away, and said he hoped ther'd be no hard feelings. Now, there's some Colorado law for you, and it's the kind for me? Eh, boys? And the crowd with one accord, concurred in the cheapness and efficacy of the plan by which a man can carry his court on his hip, instead of appealing to the blind goddess in Chicago and St. Louis.—*Burlington Hawkeye*.

THE CRIMINAL APPEAL BILL.—In charging the grand jury at the Kent and Sussex assizes, Mr. Justice Williams said that it was a proposal which would create a real revolution in the administration of the criminal law of the country. It would give a general appeal on matters of law and matters of fact in criminal cases; and, speaking for himself, it seemed to him that the time had arrived when a change in this direction had become inevitable. He regretted that a distinction should be made in the case of murder. There was no doubt a reason for it, but he be-

lieved miscarriage more likely to occur in almost every other case than in murder, and in some almost as serious. He was unable to understand why in the case of murder there should be an absolute right of appeal, and that in all other cases an appeal should be subject to the laws of the tribunal before whom the criminal was tried; but he believed that this would only be temporary, as when once the law was changed this must inevitably follow. He also regretted that there should not be an appeal against sentences, and he should have been glad to see a central authority established to lay down rules and privileges for the guidance of individual judges in these matters.—*Law Journal*.

NOTES OF CASES IN PROVINCE OF QUEBEC—SUPERIOR COURT, MONTREAL.

(From *Legal News*.)

LE PRINCIPAL DE L'ECOLE NORMALE JACQUES-CARTIER V. POISSANT.

Normal School—Pupil—Penalty for refusal to teach.

The father of a pupil of the Jacques-Cartier Normal School will not be liable to repay the amount of a bursary granted to his son, unless it be shown that the son was put in default and refused to teach.

CORCORAN V. THE MONTREAL ABATTOIR COMPANY.

Obligation with a term—Insolvency—C. C. 1092.

Held, that a company ceasing to meet its ordinary payments as they become due, though its nominal assets may be equal to its liabilities, will be deemed insolvent; and cannot claim the benefit of the term upon a promissory note not yet due.

DICKISON V. NORMANDEAU.

Promissory note—Insufficient stamps—Effect of the Act repealing the Stamp Acts.

The right of the holder in good faith to apply to the Court for leave to affix the required amount of stamps to a note on which suit is pending, is not affected (as to a note made before the repeal of the duty) by the Act 45 Vict. c. 1, repealing the Stamp duties.

We are indebted to the courtesy of the compiler for a copy of an Index to the treaties, agreements, Imperial despatches and Orders-in-Council, and proclamations, regulations and Orders-in-Council of the Government of Canada, prepared according to the order of the House of Commons, by Messrs. F. B. Hayes and R. J. Wicksteed, Law Department.