

defendant (or damages, as the case may be) for any breach or failure by the plaintiff falling short of such a failure of consideration as would justify rescission.

It is submitted that the decision in *Flight v. Booth*, 1 Bing. N.C. 370, and *Bannerman v. White*, 10 C.B.N.S. 844, have established such a principle, and that principle not only governs the two classes of cases just referred to, but is, in a negative form, the principle governing the right to rescind for non-fulfilment of a representation or promise dehors the contract itself, but amounting to a material inducement to the making of the contract."

CONFESSIONS.

It is often an important question in the prosecution of criminal cases under what circumstances a confession of a prisoner is admissible in evidence. It might be well, at the outset of our discussion, to define legally the term confession. A confession is a voluntary admission or declaration of a prisoner of his agency or participation in a crime. It is, however, true that some courts include under confessions "all declarations, statements or acts on the part of the accused person which may lead to an inference of guilt." But such a definition seems too broad and it would destroy the distinction between a confession and an admission, the former being acknowledgements of facts incriminating in their nature and limited to the criminal acts itself, the latter being incriminating admissions of a single fact or circumstance, without the intention necessarily of confessing guilt.

CONFESSION MUST BE VOLUNTARY.—The essential element to be decided before a confession is admissible, is was it voluntary? Lord Campbell, C.J., says: "It is a trite maxim of the law that a confession of crime to be admissible against the party confession must be voluntary, but this only means that it should not be induced by improper threats or promises, because under such circumstances, the party may have been influenced to say