

good upon the face of it, could not be impeached in the way attempted. He referred to *Carus Wilson's* case (7 Q. B. 984, 1015), an order of commitment for contempt of the Royal Court at Jersey. Mr. Bovill further observed: "The fact of some of the justices present when the matter was heard being members of the committee at whose instance the charge was preferred, cannot affect the validity of the proceeding. *In every case of commitment for contempt, the tribunal ordering the commitment is in some sense deciding in its own case.*" Willes, J., in the course of his opinion, remarked upon this subject: "As to the other point, that they (the justices) were both prosecutors and judges, I cannot bring myself to feel any doubt. As well might it be said that a judge who sees an offence committed before him, and directs a bill to be sent up to the grand jury, ought to withdraw from the bench when the charge comes to be tried. I cannot regard the justices who, so to speak, took notice of the alleged contumacy, and complained of it and suggested the prosecution, as parties to the proceedings." And Byles, J., observed: "Contumacy to the Court may clearly be punished by the Court itself. This case bears a strong analogy to the ordinary case of a contempt of one of the superior courts. There, the judge himself suggests the contempt, and it is inquired into before him. (See the authorities collected in *Ex parte Fernandez*, 10 C. B. (N. S.) 3; 30 L. J. (C. P.) 321.) It would be no objection to a proceeding against an officer of this Court, that it is instituted by order of the Court, although the Court (or a member of it) might have to appoint his successor. *In all cases of contumacy or contempt committed against a court of justice, the proper tribunal to proceed to punishment is the Court itself.*"

THE ROYAL INSURANCE CO. v.
KNAPP ET AL.

This case has been withdrawn from the Courts. The plaintiffs have compromised the matter by paying the thieves \$50,000 for the restoration of the stolen property, and the defendants have been discharged from custody. The judgment of Mr. Justice MONK,

therefore, stands unreversed. It is to be hoped that some action will be taken for the purpose of enabling the colony to surrender miscreants who abuse the right of asylum, as Messrs. Knapp and Griffin have done. If larcenies to the amount of \$1000 and upwards were included in the Extradition Treaty, this class of offenders would be reached, and sent back to receive well-merited punishment.

THE CONFEDERATE COTTON LOAN.

The following opinion has been obtained from Sir R. P. Collier, the late Solicitor General, respecting the Confederate Cotton Loan.

The question submitted was as follows: "Whether or not merchants and others, on being sued in England by the Government of the United States, for property or money held by them at the termination of the war belonging to the Southern States, may not successfully plead the confederate seven per cent. cotton bonds as a set-off, to the extent of the amount that each defendant may hold of them?" "Opinion. In the event of the United States Government suing in the Courts of this country for debts due, or property belonging to the late Confederate Government, I am of opinion that defendants, who may be holders of Confederate Cotton Bonds, are entitled to set up a counter claim against the U. S. Government in respect of these bonds. The counter claim will be founded on the principle, that if the United States assert in our Courts claims accruing to them through their succession to the property and rights of the late Confederate Government, they are bound by the liabilities of that Government."

COUNTY OF MEGANTIC.

By proclamation, dated March 16th, the periods of holding the terms of the Circuit Court for the County of Megantic, District of Arthabaska, have been altered, and the terms fixed as follows: Three terms, each of five days, to be held at the village of Inverness, from the 13th to the 17th of March, June, and December, both days inclusive.