On the 9th January, 1858, Morin, J., considering the case as one falling within the Statute, delivered the following Judgment:—

"The Court having examined. &c.

"Considering that, by the laws of this country, and the practice followed, the judicial answers of parties to interrogatories on *faits et articles*, or their refusal to answer, are tantamount in their effect on such actions to admissions in writing of the agreements or facts acknowledged, in such answers, or affirmatively propounded in the questions unanswered; considering, also, that the right of interrogating parties on *faits et articles* has not been abolished by the introduction of any portion of the Statute of Frauds, but that, on the contrary, the said right has been, by the Act of the 12th year of Her Majesty's reign, chapter 38, declared to obtain in actions of a commercial nature—any law touching the rules of evidence to be observed in such cases to the contrary notwithstanding; that the Defendant has refused to answer to the second and third interrogatories put to him, and to which an affirmative answer would have been, in the present case, a sufficient proof of the agreement or promise mentioned in the declaration;—doth declare the said interrogatories *confessés et avérés*, and doth condemn the Defendant to pay to the Plaintiff, for the causes set forth in the said declaration, the sum of £54 4s. currency, with interest, &c."

The Defendant appealed therefrom, and the Judgment of the Court of Queen's Bench is couched in the following terms:—

"The Court, &c.

"Seeing that the Appellant was bound to answer all, each and every the interrogatories propounded to him by the Respondent, and that upon his refusal to answer the second and third of the interrogatories, the same were duly and properly taken and held *pro confesso*, [*sic*] and as an admission, on the record, of the promise relied upon by the said Respondent—superseding all other proof in writing of the debt claimed, and in no wise conflicting with any of the rules of evidence of the law of England in that behalf,—and that, therefore, in the award of judgment made by the Court below, in favour of the Respondent, there is no error. But seeing that, in entering up judgment against the Appellant, the sum of £54 4s. has been, by a clerical mistake, inserted as being the amount in capital of the sum awarded to the Respondent, in the stead and place of £50 4s. stated in the declaration and particulars as being the amount of the debt claimed by the Respondent, and the promise of the Appellant relied upon,—it is considered and adjudged, by the Court now here, that the said Judgment, to wit, the Judgment rendered in the Superior Court, at Quebec, on the 9th day of January last past, be, and the same is hereby, affirmed; and the Court here, to the end that the said clerical mistake be corrected, doth hereby order that the sum of £54 4s., inserted in the said Judgment, be altered to the sum of £50 4s. And it is further considered and adjudged, that the said Appellant do pay to the said Respondent, for the causes stated in the said declaration, the said last-mentioned sum of £50 4s., with interest, from, &c., and costs of suit, as well in the Court below as in the Court here, &c."