1. In an action for slander where only one witness could swear to the slanderous words being uttered, such evidence was held insufficient for want of corroboration:—*Meredith, and Badgley, JJ.*, 1855, *Ferguson* vs *Gilmour*, 5 *L. C. R.*, 145; 4 *R. J. R. Q.*, 74; 16 *R. J. R. Q.*, 468; 16 *R. L.*, 79.

2. The attorney of record, even in a non-commercial case, may be heard as a witness on behalf of his client, if parole evidence be admissible:—*Meredith, C. J.*, 1879, *Dames Ursulines* vs *Egan*, 6 *Q. L. R.*, 38; 20 *R. L.*, 542.—*Johnson, J.*, 1874, *Méiançon* vs *Beaupré*, 6 *R. L.*, 509; 20 *R. L.*, 542.

3. In an action for damages by the father of a minor for rape, where the case was sustained merely by the evidence of the girl and there was counter-evidence to the effect that the girl's character was equivocal, the action could not be maintained:—*Taschereau, J.*, 1883, *Bigonesse* vs *Brunelle*, 27 *L. C. J.*, 372; 6 *L. N.*, 270.

4. Where a party alleges special matters in his answer to a plea, the burden of proof in support of his affirmation rests on the party making such allegation:—*C. R.*, 1887, *Bury* vs *Forsyth*, 32 *L. C. J.*, 267; *M. L. R.*, 3, *C. S.*, 359; 11 *L. N.*, 99.

5. Le créancier d'une obligation consentie par une femme mariée et qui est attaquée pour défaut de considération et comme ayant été consentie pour une dette du mari, doit établir que l'acte est fondé sur une considération propre à la femme, surtout s'il se présente, comme dans l'espèce, des circonstances de nature à faire douter de son existence:—*C. B. R.*, 1888, *Union Bank & Gagnon*, 15 *Q. L. R.*, 31; 12 *L. N.*, 109; *R. J. Q.*, 1 *C. B. R.*, 145.—*Andrews, J.*, 1888, *Artisans Permanent Building Society* vs *Lemieux*, 15 *Q. L. R.*, 35; 12 *L. N.*, 149.

6. Evidence of a statement or declaration made by a witness, subsequently to his examination, for the purpose of contradicting or invalidating his testimony, is inadmissible, until such witness has been recalled and examined upon the point and an opportunity has been furnished to him of giving such reasons, explanations or exculpations as he may have:—*Wurtele, J.*, 1888, *Séguin* vs *Rochon*, 11 *L. N.*, 386.

7. An explosion of chemicals took place in a chemist's shop, whilst the shop was in charge of the apprentice of the chemist. The apprentice having died since the institution of an action for damages, arising from the explosion, it was held that, there being no other witness of the fact, the statement made by the apprentice to his master, the defendant, in explanation of what had happened, is admissible as evidence when coming from the lips of the defendant himself:—*Q. B.*, 1889, *Lyons & Laskey*, *M. L. R.*, 5 *Q. B.*, 5; 33 *L. C. J.*, 80.—*Davidson, J.*, *M. L. R.*, 4 *S. C.*, 4; 11 *L. N.*, 187; 12 *L. N.*, 306.

8. A person suing for damages for libel and who alleges that he had no knowledge of the libel until one month previous to the institution of the action, must prove his allegation; failing which, his action, if instituted more than one year from the date of the libel, will be dismissed:—*Q. B.*, 1889, *Têtu & Duhaime*, 18 *R. L.*, 374.—*C. R.*, 15 *Q. L. R.*, 275; 12 *L. N.*, 411.

9. It is sufficient for the shipper to prove the reception of goods by a carrier and the fact that they have not been delivered to the consignee, to place upon the carrier the burden of proving that the loss was caused by a fortuitous event, or irresistible force, or has arisen from a defect in the goods themselves:—*Q. B.*, 1889, *Richelieu & Ontario Nav. Co., & Fortier*, *M. L. R.*, 5 *Q. B.*, 224; 18 *R. L.*, 83; 34 *L. C. J.*, 9.

10. Where action is brought on a contract, in a district which is not that of the debtor, the plaintiff must prove conclusively that the condition containing the election of domicile, which is relied on to give jurisdiction, was pointed out to the defendant by the agent when obtaining the subscription, and that the defendant agreed to be bound by such condition:—*Gill, J.*, 1889, *Belden* vs *Christie*, 33 *L. C. J.*, 335.

11. The shares seized in this case, being held by the bank in trust for E. A. M. et al., the *onus* of proof was on the respondent to show that the shares had been purchased with E. A. M.'s money when insolvent:—*Supr. C.*, 1889, *Holmes & Carter*, 12 *L. N.*, 339; 16 *Supr. C. R.*, 473.

12. Un voiturier est responsable des avaries et dommages que souffrent les marchandises confiées à ses soins, lorsqu'il ne peut prouver qu'ils sont imputables à force majeure et que la preuve de la force majeure et celle du vice de la chose même, si le voiturier l'invoque, incombe à ce dernier:—*C. B. R.*, 1889, *Ouimet & Canadian Express Co.*, *M. L. R.*, 5 *Q. B.*, 292; 17 *R. L.*, 225; 32 *L. C. J.*, 319; 13 *L. N.*, 58.—*C. B. R.*, 1894, *Richelieu and Ontario Navigation Co. & Pierce*, *R. J. Q.*, 4 *B. R.*, 8.—*Loranger, J.*, 1894, *R. J. Q.*, 5 *C. S.*, 139.—*Q. B.*, 1889, *Richelieu and Ontario Navigation Co. & Fortier*, *M. L. R.*, 5 *Q. B.*, 224; 18 *R. L.*, 83; 34 *L. C. J.*, 9.

13. When persons are occupying lands, which have never been marked off by a regular survey and one of them, instead of bringing an action *en bornage*, to settle the limits of his property, sues a neighbour for the value of trees alleged to have been cut by him upon plaintiff's land, it is incumbent on the plaintiff to make it clear, by positive testimony, that the trees were, in fact, cut upon his land:—*Q. B.*, 1889, *Milliken & Bourget*, *M. L. R.*, 5 *Q. B.*, 300; 13 *L. N.*, 58; 21 *R. L.*, 290.