The manager refused to accept a cheque, and asked for cash, which the defendant could not pay at the moment. The plaintiff, who was the attorney for the company, then intervened, and offered to take the defendant's cheque and give his own cheque to the company for the amount which the company was willing to accept, less the plaintiff's collection-fee. This satisfied the company; the defendant drew his cheque—that now sued on—in favour of the plaintiff, and was released from custody.

The next day, the plaintiff gave the defendant a receipt for his cheque, "which when paid will be in full settlement and discharge" of the company's claim. The plaintiff's cheque in favour of the company, though dated the 18th January, was not cashed until the 23rd January, when it had become known that the defendant's cheque was dishonoured.

The learned Judge referred to the Massachusetts law as to arrest as found in the statutes and interpreted by cases, the expert evidence being contradictory and counsel agreeing that the Judge should supplement it by his own reading of the statutes and cases.

Reference to Cassier's Case (1885), 139 Mass. 458; Barrell v. Benjamin (1819), 15 Mass. 354; Peabody v. Hamilton (1870), 106 Mass. 217; Paine v. Kelley (1907), 197 Mass. 22; Sweet v. Trimbell (1896), 166 Mass. 332

Under legal advice the plaintiff had avoided any active inducement of the defendant to come to Massachusetts to adjust the claim, thinking this would avoid the fraud referred to in the cases. That view was not to be accepted. The plaintiff in his reply held himself out as ready to negotiate with the defendant if he came to Boston. He acted fraudulently when he formed the plan to arrest, and, concealing this, permitted the defendant to walk into the net spread for him, and swore to all that was necessary to accomplish the arrest before he entered upon any discussion. The intent to secure arrest, while arranging an interview to negotiate settlement, was the gist of the fraud, and inquiry as to who suggested the interview or the place of interview was quite beside the mark. The procuring of the defendant's attornment to the jurisdiction of the Courts of the Commonwealth by the attendance to discuss settlement constituted the fraud: Stein v. Valkenhuysen (1858), E.B. & E. 65.

Grainger v. Hill (1838), 4 Bing. N.C. 212 (referred to as law in Massachusetts in the cases cited), shews that it is not necessary to set aside the process or shew that the action has terminated in the defendant's favour before suing.

Duke de Cadaval v. Collins (1836), 4 A. & E. 858, also aids the defendant here. Where there was an arrest of a forei ner