go into the question of the propriety of the conviction. It certainly was a peculiar case, and I have looked at it closely. A policeman had been called to his assistance by a person who was assaulted, and the officer, not showing much alacrity, was reproached by the person who had called him, and thereupon took upon himself to arrest him and take him to the station, and the next day the Corporation adopted the act of their officer, and had the plaintiff convicted of resisting the police upon the officer's testimony; whereupon the plaintiff in that case turned round and prosecuted the policeman before the Police Magistrate for an assault, and had him convicted and punished. He then brought an action of damages against the city, and the city pleaded that they were not bound by the act of their officer; but the Court held that they were bound, having adopted his act. That was all that was decided there, and that was all that the Corporation pleaded to the action; not a word about a conviction is in the plea in that case, nor in the judgment in first instance, which was simply confirmed in review as it stood, and even if the two cross convictions could both have been looked at, there was the conviction of the policeman for an assault, which showed he had no probable cause for arresting the plaintiff in that case. The case cannot therefore be cited as deciding that proof of want of probable cause is not decisively rebutted by a conviction, but rather the other way. In the work I cited just now in another case, where all the rules governing these cases are carefully collected, together with the adjudged cases on which their authority rests, I find the rule I laid down at the trial has always been considered as of the most necessary and decisive authority. Where a conviction is unreversed, it is conclusive evidence of the facts. See *Fawcett* v. *Fowles*, 7 B. & C. 394. Again: "Malice and want of probable cause, however, are conclusively disproved by the conviction of the plaintiff." *Mellor* v. *Baddeley*, 2 Cr. & M. 675. If it could be otherwise, how could I possibly judge of the fairness of a conviction on which I have not one word before me of the evidence given for or against it? No; I must hold to the rule which I have never seen departed from—and I do so with regret under the circumstances, because the plaintiff had a permission of the Chief of Police to stand there as he did; and although I must hold that the conviction was right, and the complainant there was right, so far as the law goes; and though the Chief of Police could not override the law more than the committee men who told him to do so, there certainly was hardship in the treatment the plaintiff got under the circumstances, at the instance of the defendant, who must have known all about it. I therefore dismiss the action, but without costs.

Keller & Co., for defendant.
Duhamel & Co., for plaintiff.

TORRANCE, J.

RHODES v. BLACK.

Contract—Illegal Consideration.

TORRANCE, J. This was an action of a peculiar character, arising out of an agreement between plaintiff and defendant. The plaintiff was a rich brewer in Pennsylvania, and defendant was in his employ as driver, and was known to be a person of intemperate habits. The latter was suddenly reported to be left heir of an estate in Australia. He entered into an agreement with his employer that the latter should supply him with $10 a week, and also disburse the money necessary to obtain information, for which he was to be indemnified, and to receive one-half of the estate. The amount realized was over $14,000. Plaintiff had disbursed $1,783, and when the moneys of the estate were lodged in the Bank of B.N.A., plaintiff took out the present action to recover his share under the agreement. Defendant pleaded that he was not on equal terms with regard to the agreement, the plaintiff being his superior, and he, defendant, being a man of intemperate habits. The Court was of opinion that the consideration of the agreement was not a lawful one, and plaintiff would only get judgment for $1,783.18, the amount which he had disbursed.

Abbott & Co., for plaintiff.
Kerr & Co., for defendant.

DORION v. POSITIVE LIFE ASSURANCE CO.

Insurance—Payment of Premium.

The question was whether the amount of insurance claimed on the life of deceased, was forfeited by the non-payment of the premium. The Company, after 1st May, ceased to do business in Lower Canada, and to have an agent there to whom payments could be made. The