entire disregard. It was urged for defendants that there was difficulty about the exact designation of the land. Now, the defendants cannot justify, as they have done, without admitting they have no interest in showing that they sold in a legal manner unless their proceedings related to this land now sought to be recovered; besides, the description is word for word the same as that in the receipt on which the action is founded, for there appears to be no deed. The judgment in a previous case could, at most, only affect one of the parties, and it does not appear by the judgment that it was the same land. The case of the *Corporation of Yamaska* v. *Rheaume*, 12 L. C. R. p. 488, settles the main principle in this case. The relation of the parties to one another was not quite the same; but the invalidity of a sale, under the circumstances, is already shown.

A. & W. Robertson, for plaintiff.
Doutre, Branchaud & McCord for defendants.

COMPAGNIE DE NAVIGATION UNION v. CHRISTIN; and CHRISTIN, plff. *en gar.* v. VALOIS et al., defts. *en gar.*

Evidence—Garantie—Parole Testimony.

JOHNSON, J. The merits of the action *en garantie* are before the Court in this case now. The plaintiff *en garantie* alleges that the defendants *en garantie*, who were directors of this Company, got him to subscribe the stock on an express guarantee by them that they would take merchandize in payment. The only point is whether this guarantee—a *garantie formelle* for some $3,000—can be proved by parole. The learned Judge before whom the motion to revise the ruling at *enquête* was argued, maintained the objection made to such evidence; so do I. The action, therefore, is dismissed with costs.

Beique & Co., for plaintiff and defendants *en gar.*

Lacoste & Co., for defendants and plaintiffs *en gar.*

BRUNET v. PINSONEAULT et al.

Prescription—Interruption by acknowledgment—Acknowledgment declared on.

JOHNSON, J. This is an action by a builder against the heirs of the late Mrs. Pinsoneault, to recover a balance of two hundred and seventy-six dollars and some cents. The account extends from April 1869 to April 1872; and credits are given in 1870 and 1871, amounting to $551.50. The plea offers $3.20 as being all that is due under the account, and and $8.55 costs as in a Circuit Court action; and as to the rest, the defendants plead the five years' prescription. There is only a general answer to this plea, and the evidence of the agent offered to prove an acknowledgment of the debt in 1873 is objected to, and must have been overruled, if that were all; but I see the declaration sets up as the ground of action this very promise; therefore, it is no longer a question of interruption of the prescription pleaded by the debtor; but proof of the allegation on which the action is based. I can see nothing in a case like this to prevent the plaintiff from recovering, if he alleges an acknowledgment and undertaking to pay, within the five years, and proves it. Therefore, I maintain the action, and dismiss the plea and the motion to reject evidence.

Roy & Bouthillier for plaintiff.
Lacoste & Co., for defendants.

THE PROPOSED CRIMINAL CODE OF ENGLAND.

[Concluded from p. 24.]

The great publicity given to the Bradlaugh prosecution for alleged obscene publication, and the question of how far the defendants were liable, if they acted in good faith and for what they believed the general interest, attracts attention to the law as sought to be defined in the code.

The jury in that case found the book published was calculated to deprave public morals, but exonerated the defendants from any corrupt motives in publishing it. The Lord Chief Justice said this amounted to a verdict of guilty. The code declares the law as thus defined to be that a person is justified in an obscene publication, if it was, in the opinion of the jury, for the public good or advantageous to science, provided the publication is not made in a manner to exceed what the public good requires; and the motives of the publisher are immaterial.