re-trial or hearing of that case must have proved almost a mockery of justice, so excited were the feelings of the people. Under these circumstances he thought it would be bad for the administration of justice if that change were made, for it would, more than anything else, result in responsibility being taken off the shoulders of the jury and the head of the judge, and the jury and the judge would be less likely to try a charge with the care they now exercised. He was quite certain of this, that in many cases, juries would convict where they now gave the prisoner the benefit of the doubt. In many cases where the jury might think a man guilty, but be somewhat doubtful on the point, they might depend upon it the prisoner would be convicted, and the Court of Criminal Appeal would have to decide whether the verdict was right.

In *Talbott* v. *Stemmons' Ex'r.*, the Court of Appeals of Kentucky (Oct. 24, 1889) was asked to decide whether an agreement to pay the promisee $500 if he would never take another chew of tobacco or smoke another cigar during the life of the promisor, was upon a sufficient consideration. The Court held in the affirmative, observing: "There is nothing in such an agreement inconsistent with public policy, or any act required to be done by the plaintiff in violation of law; but on the contrary, the stepgrandmother was desirous of inducing the grandson to abstain from a habit, the indulgence of which she believed created a useless expense, and would likely, if persisted in, be attended with pernicious results. An agreement or promise to reform her grandson in this particular was not repugnant to law or good morals, nor was the use of what the latter deemed a luxury or enjoyment a violation of either; and so there was nothing in the case preventing the parties from making a valid contract in reference to the subject-matter."

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*COURT OF QUEEN'S BENCH—MONTREAL.**

Fraud and simulation—Private writing—Registration.

Held:—That an onerous deed of conveyance of real estate, followed by possession, will not be set aside at the suit of a chirographary creditor as fraudulent and simulated, where the transferor was perfectly solvent at the time the deed was made, though his circumstances became embarrassed before the same was registered five years subsequently.

2. That the date of the deed, which was *sous seing privé*, might be established against a third party by legal proof, and was so proved in the present case.—*Eastern Townships Bank & Bishop*, Dorion, Ch. J., Tessier, Cross, Bossé, JJ., Jan. 23, 1889.

Carrier — Negligence — Presumption — Bill of Lading—Exception—Evidence—Onus Probandi—Art. 1675, *C.C.*

Held:—1. It is sufficient for the shipper to prove the reception of the goods by the carrier, and 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 or thing itself.

2. The fact that the bill of lading contained a clause exempting the carrier from responsibility for "the acts of God, the Queen's enemies, fire, and all and every the dangers and accidents of the seas, rivers, and navigation of whatsoever nature and kind," does not necessarily cast the burden of proof on the plaintiff,—so far at least, as to oblige him to make proof of the carrier's negligence by his evidence in chief.

3. The exception "dangers and accidents of the seas, rivers, and navigation of whatsoever nature and kind," covers only such losses as are of an extraordinary nature, or arise from some irresistible force which cannot be guarded against by the ordinary exertion of human skill and prudence.

4. The sinking of a steamer at the entrance to a canal, on a calm, clear night, was not such an accident.—*La Cie de Navigation R. & O. & Fortier*, Dorion, Ch. J., Tessier, Cross, Baby, Bossé, JJ., Sept. 23, 1889.

Attorney—Costs—Distraction—Saisie-arrêt.

Held:—1. That distraction of costs granted

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