

very hard that a man who innocently bought a forged stamp should be punished. And I think he would have a 'lawful excuse.' He would be able to say, 'I believed it to be genuine,' and that would be an excuse in law. But here the respondent knew that he must go abroad to have the die made, and I do not think he has shown any lawful excuse.

COLLINS, J., concurred.

Case remitted to the magistrate, with a direction to convict.

CHANCERY DIVISION.

LONDON, 15 May, 1896.

Before ROMER, J.

REES v. DEBERNARDY, (31 L. J. 332).

Champerty—Unconscionable bargain—Rescission of contract.

In 1889 the defendant, who was a next-of-kin agent, having discovered that two elderly women in humble life, and illiterate, were the heiresses-at-law of one Howell, who had died intestate in New Zealand in the year 1863, entitled to property there, entered into negotiations with them stating that he knew of certain property belonging to them which they could get the benefit of only through him. The terms on which he insisted for giving them the information and recovering the property were that he should have half the property recovered, the women not to be liable personally for any costs, which were limited to 40*l.*, and were to come out of the property. Documents to this effect were taken to the women by the defendant ready prepared, and which they saw for the first time on the day they were signed, and as to which they had no competent independent advice. The property was in the hands of the public trustee in New Zealand, and the claim of the women was not in dispute. The defendant had not disclosed the value of the property, which was some thousands of pounds. Both the women died in 1893 without having taken steps to repudiate the agreement, and in 1895 this action was brought by their representatives claiming that the agreement might be set aside, and that the defendant might account for such of the property as he had received.

J. M. Ashbury, Q.C., T. M. Whitehouse, and Griffith Jones, for