

"Q. Do you consider that that was a proper brilliant body green for the market?"

"A. I considered that it was nothing of my affair. That Mr. Martin had told me to mix sulphate of Barytes with it and that I did so.

"Q. You made it worth from 5 to 6 cents per pound, while it was worth from 15 to 16 cents per pound before?"

"A. I don't admit that it was only worth that price."

And so on.

I cannot help here remarking on the peculiarly emphatic expressions used by this witness in answer to questions which were put to him. Once he is asked, "Are you positive, &c.?" Ans. "I swear it absolutely. I swear that he told me to put barytes in to make the colour. My instructions to my foreman then were to put barytes in. Under my solemn oath I state that Mr. Martin represented that brilliant body green to be pure without barytes in it whatever."

Again at p. 7. "Will you swear that the colour or tint," &c.

"Answer. On my solemn oath I swear, &c., &c."

Again at the following page, the reverse of page 7:—

"Question. Did you understand that there was nothing but the pure green to be used?"

"Answer. I do, upon my solemn oath."

Again at pp. 12, 13:

"Q. Of that lot in which the special instructions were given, did you furnish the sample of it as produced to Mr. Martin or to Mr. Baillie?"

"A. Before changing it?"

"Q. No, after changing it?"

"A. When I received it I mixed it according to the written instructions. Mr. Martin came down and I believe that I showed him the result. I believe that he saw that the shade was very dark, and I said that I could not get the shade. I said that it would have to be lightened and that barytes was the thing to lighten it and he said, put barytes in. I swear that on my solemn oath."

It is no uncommon thing for a counsel to remind a witness that he is under oath, in putting him a question, but it is a most unusual thing for a witness who is under oath, to endeavor to add emphasis to his statements, to invite attention to his affirmations—by vain repetitions—by swearing anew in so many words—upon my solemn oath—I swear abso-

lutely—that such are the facts. It is a significant circumstance that the credit of this witness is attacked by several witnesses, and on the other hand, his veracity is testified to by persons who say they know nothing against his credit and that they would believe him on the whole. I find on the evidence of record and given in open court, that the injunction asked for by plaintiff should be granted him and that general damages should be awarded. On the other hand the account offered by the company is accepted and the balance of \$38 credited to them, and will go in deduction of the general damages.

The action does not claim special damages, but the recourse of plaintiff, if any he have, is reserved for such damages.

A. & W. Robertson for plaintiff.

Béique & McGoun for defendants.

RECENT DECISIONS AT QUEBEC.

Principal and agent—Liability of employe—Cheque.—The respondent, secretary-treasurer of the school commissioners for the parish of St. Jean des Chaillons, having received a government cheque for school purposes, and not being able to get it cashed in the parish, handed it to the chairman of the commissioners to be cashed at Quebec. The latter obtained the money, the greater part of which was shortly after stolen from his person. *Held*, that there had been neither negligence nor fault on the part of the secretary-treasurer, and that he was not responsible for the loss.—*Quimet v. Verville*, (Q. B.) 7 Q. L. R. 34.

Chose jugée—Ayant cause.—L'acquéreur n'est l'ayant cause du vendeur que pour ce qui a précédé la vente. Le jugement, qui, après la vente, établit le montant dû par le vendeur pour balance du prix de son acquisition du même immeuble, ne peut pas être opposé à l'acquéreur, et ne fait pas preuve contre lui du montant pour lequel l'immeuble par lui acquis est hypothéqué. Le tiers détenteur peut opposer à une poursuite hypothécaire contre lui les paiements faits par son vendeur.—*Dubuc v. Kidston et al.*, 7 Q. L. R. 43.

Trial—Verdict—Presence of prisoner at argument on writ of error.—Where a prisoner has been indicted for burglary (*vol avec effraction*), a verdict for receiving stolen goods (*recel*) cannot be rendered, and in such case the verdict