

fore contended that the survey was unauthorised, because it was not applied for by the resident landholders, but by freeholders who were not described as resident; that half did not apply for it, or profess to apply for it, and that the prayer of it is not in the terms of the statute. It was also contended that the resolution of the corporation was defective in its statements, and did not request that to be done, which the statute authorised to be done, and that the survey was not therefore binding.

The judgment of the court was in favour of the defendant, against the claim of the plaintiff who had acted on the faith of the proceedings taken by the township:—"When a survey of this kind has been performed, the court will presume that every thing which was done had been rightly done, until the contrary shall appear. Here we have before us evidence to show that the application for this survey was made, not by one half the resident landholders to be affected by the survey, but by *ten freeholders*, over half of whom had no deeds for their lands, and that eleven or twelve freeholders, who would be affected by the survey, were not parties to the application. The application itself does not describe the applicants as resident freeholders, and does not allege the want or obliteration of the original concession line, or pray for the placing of monuments at any of the angles of the lots. The resolution of the corporation describes them as a majority of the householders to be affected thereby not as one half of the *resident landholders*, and does not speak of placing stone monuments. In the absence of such an application and such a resolution as the statute requires to authorize an application to the government to cause a survey like the one before us to be made, we think this survey was unauthorized."

FALSE PRETENCES.

(Continued from page 52.)

In continuation of this subject, there are other bank note cases that may be added to those noted in last number.

In the year 1851, "The Old Bank, New Port, Monmouthshire," stopped payment. In 1857, a person well knowing this, gave in exchange for the sum of £5 a promissory note of the Old Bank, stating that the note was a good one. He was prosecuted for obtaining £5 by false pretences; and it was held that he was properly convicted of the offence.

In another case on an indictment for obtaining money by falsely pretending that the promissory note of a bank that had stopped payment by reason of bankruptcy, was a good and valuable security for the payment of the amount mentioned in it, and was of that value; it was held not to be necessary to prove the proceedings in bankruptcy. That it was sufficient to prove the time when the bank stopped payment, and that cash could not be obtained for the note on its being presented for payment at the place where it was made payable.

"*Tricks of Trade*," as they are called, come within the grasp of this branch of the criminal law, as will be seen by a selection from adjudged cases which we subjoin. Thus an indictment for false pretences was held to be sustained by evidence that the prisoner had sold to the prosecutor blacking which he asserted to be "Everett's Premium," and which bore a label nearly, but not precisely, imitating Everett's labels, the said blacking not being Everett's blacking, but a spurious manufacture of his own.

Upon an indictment for a similar offence, it was held that the prisoner could properly be convicted of the charge on the following facts, viz: The prisoner after agreeing with the prosecutor to sell and deliver coal at a certain price, falsely and fraudulently pretended that the quantity which he delivered was eighteen cwt., he knowing it to be fourteen cwt. only, and thereby obtained an additional sum of money from the prosecutor.

There is also a very important case on delivering short weight. An indictment charged the defendant with attempting to obtain money from certain guardians of the poor by falsely pretending to the relieving officer that he had delivered to certain poor persons certain loaves of bread, and that each loaf was of a certain weight. The evidence was, that the defendant had contracted to deliver loaves of the specified weight to any poor persons bringing a ticket from the relieving officer, and that the duty of the defendant was to return these tickets at the end of each week, together with a written statement of the number of loaves delivered by him to the paupers; whereupon he would be credited for that amount in the relieving officer's books, and the money would be paid at the time stipulated, namely at the end of two months from a day named. The defendant having delivered loaves of less than