Canada. I thought this was a fair and mild way of dealing out justice to the interested parties in this case, but it appears that the defendant did not so appreciate it, but manifested his displeasure by inspiring the public press to severely comment upon my decision. As I have no other motive than that of doing my duty, seeing that both parties are desirous that this case should proceed upon its merits at once, I have changed my determination and now proceed to dispose finally of the case.

Under all the circumstances related above I do not see how, as examining magistrate, I could take upon myself to absolve the defendant, how much soever I should have been pleased to do it. It is to be regretted that a newspaper in this city should have thought proper to publish such indelicate and malevolent remarks as were made in relation to this case whilst it is *sub judice*.

A fair criticism is allowed and always accepted with pleasure; but such strictures as the ones published can only have the effect of being painful to one who feels that he has conscientiously done his duty.

Davidson, Q.C., for the prosecution.
Doutre, Q.C., for the defendant.

CANADA GAZETTE NOTICES.

J. S. Ewart, S. C. Biggs, H. M. Howell, and J. A. M. Aikins, barristers, of Winnipeg, M., have been appointed Queen's Counsel. J. M. Hamilton, district judge of the provisional judicial district of Thunder Bay, O., has been appointed a local judge of the High Court of Justice for Ontario.

RECENT UNITED STATES DECISIONS.

Banks and Banking — Notes — Deposits—Special Deposits—Bills and Notes—Indorsers—Evidence.—Where a bank is the holder of a note payable at the banking-house, and upon maturity, the maker has a deposit in excess of the amount of the note, which deposit is not specially applicable to a particular purpose, the bank is bound to apply a part of said deposit to meet the note, and cannot elect to let the note go to protest and hold the indorser. Where such a course is taken the indorser is discharged from liability.

Where such a course was taken by a bank and the cashier of which was maker of the note in question, evidence was inadmissible in an action by the Bank against the indorser to show that the cashier had agreed in his official capacity that the indorser should not be bound, and further, in case the said agreement was unauthorized, to show that the bank was fully protected against loss by reason of stock owned therein by the cashier and by his official bond.— *Commercial National Bank* v. *Henninger*, (Supreme Court of Pennsylvania, March, 1884. 13 American Com. Record, 273.)

Fire Insurance—Void Policy—Change of Title of Insured Partnership Property.—Where one of the provisions of an insurance policy given to a partnership is that "If the title of the property is transferred, incumbered or changed, ... the policy shall be void," a dissolution of the partnership, and a sale by one partner to the other of his interest, is a change of title to the property, and will render the policy void. *Hathaway* v. *State Ins. Co.*, (Supreme Court of Iowa, July 1884. 13 Amer. Law Record, 290.)

GENERAL NOTES.

The *Law Journal* (London) has the following reference to the special verdict in the "Mignonette" case (p. 381):—

The course pursued by Baron Huddleston in the Mignonette case of directing the jury to find a special verdict, instead of directing them to find a verdict of guilty and reserving the point of law, has some important consequences. The indictment and special verdict will now be brought up by *certiorari*, and will be argued before a Divisional Court of the Queen's Bench Division. This may consist of all the judges of that Division, but judges of other Divisions may not sit as they may on the Court for the consideration of Crown Cases Reserved, which includes all the judges of the High Court. In the case of the Franconia, it will be remembered, Sir Robert Phillimore, the Admiralty judge, took part in hearing the appeal. On the other hand, there will be an appeal from the judgment of the Divisional Court on the special verdict to the Court of Appeal, and thence to the House of Lords. By the Judicature Act, 1873, s. 19, any judgment or order of the High Court may be appealed from 'save as thereinafter mentioned.' The only case at all like the present to which the exception can apply is that dealt with in section 47, which provides that 'no appeal shall lie from any judgment of the High Court in any criminal cause or matter save for some error in law apparent on the record.' The saving was probably intended to maintain the practice of appealing, as in *O'Connell's Case*, on writs of error; but the words are wide enough to include the present case. The special verdict is necessarily entered on the record, together with the judgment of the Divisional Court upon it; and if the judgment be wrong with reference to the special verdict, there will be 'error in law apparent on the record.' There is, we believe, no instance in modern times of a special verdict, and it is only since the Judicature Acts that such verdicts can be carried to the House of Lords, which thus may for the first time in its history have the opportunity of laying down a definition of murder.