

Israel; (6) He went to the temple followed by a multitude carrying palms in their hands."

It likewise orders the first centurion, Quirilius Cornelius, to bring Him to the place of execution, and forbids all persons, rich or poor, to prevent the execution of Jesus.

The witnesses who have signed the execution against Jesus are: (1) Daniel Robani, a Pharisee; (2) John Zorobabel; (3) Raphael Robani; (4) Capet. Finally it orders that the said Jesus be taken out of Jerusalem through the gate of Tournea.

There seems to be no historical doubt as to the authenticity of the above document, and it is obvious that the reasons of the sentence correspond exactly with those recorded in the gospels.

The curious document was discovered in A. D. 1280 in the city of Aquill, in

the kingdom of Naples, in the course of a search being made for the discovery of Roman antiquities, and it remained there until it was found by the commissioners of art in the French army of Italy. Up to the time of the campaign in Southern Italy it was preserved in the sacristy of the Carthusians, near Naples, where it was kept in a box of ebony.

Since then the relic has been kept in the Chapel of Caserta. The Carthusians obtained, by petition, leave that the plate might be kept by them as an acknowledgement of the sacrifices which they had made for the French army. The French translation was made literally by members of the commission of art. Denon had a *fac simile* of the plate engraved, which was bought by Lord Howard, on the sale of his cabinet, for 2,890 francs.

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### DURESS.

Duress, at the common law, is of two kinds—duress by imprisonment and duress by threats. Some of the definitions of duress *per minas* are not broad enough to include constraint by threat of imprisonment. But it is well settled that threats of unlawful imprisonment may be made the means of duress, as well as threats of grievous bodily harm. The rule as to duress *per minas* has now a broader application than formerly. It is founded on the principle that a contract rests on the free and voluntary action of the minds of the parties meeting in an agreement which is to be binding upon them. If an influence is exerted on one of them of such a kind as to overcome his

will and compel a formal assent to an undertaking when he does not really agree to it, and so make that appear to be his act which is not his, but another's, imposed on him through fear, which deprives him of self-control, there is no contract, unless the other deals with him in good faith, in ignorance of the improper influence, and in the belief that he is acting voluntarily. To set aside a contract for duress it must be shown, first, that the will of one of the parties was overcome, and that he was subjected to the power of another, and that the means used to induce him to act were of such a kind as would overcome the mind and will of an ordinary person. It has often