performed an unlawful operation upon a certain woman, for the purpose of procuring a miscarriage. Of this there was evidence to go to the jury. The defence was then entered upon, and the defendant, P., swore that the operation was performed for a lawful purpose, and without any criminal intent. He was cross-examined as to whether he had not, some few weeks previously, performed an operation upon a person then in Court. He denied having done so, and all knowledge of having treated her at all. This person and the man whom she had subsequently married were, against objection, called in reply, and gave evidence that P. had been employed to operate, and had operated, upon her so as to procure a miscarriage. It was contended that this evidence was admissible, as tending to rebut the evidence of P., or, in other words, to prove the unlawful intent:—Held, that the testimony of these witnesses was improperly admitted, there being no evidence of a system which would let in proof of a single prior criminal act as part of it. The King v. Bond, [1906] 2 K.B. 389, discussed. The conviction of the defendants was set aside, and a new trial was directed under sec. 1018 (b) and (d) of the Criminal Code.

Rex v. Pollard, 19 O.L.R. 96, 15 Can. Cr. Cas. 74.

—Abortion—Intent to procure—Indictment.]—In an indictment laid under sec. 303 of the Criminal Code, R.S.C. (1906) c. 146, which enacts that "everyone is guilty of an indictable offence . . . who, with intent to procure the miscarriage of any woman, whether she is or is not with child . . . unlawfully uses on her any instrument or other means whatsoever with the like intent," the first count charged that the accused, with the intent to procure a miscarriage, etc., did unlawfully use upon the person of the woman an instrument, etc.; the second count charged that with like intent the accused did unlawfully "operate" on the said woman. The evidence submitted by the Crown was directed solely to proof of the fact of the performance of an operation by the use of an instrument, substantially negativing the use of the hand or finger alone for the alleged purpose. The jury, however, were charged—after they had intimated that they were not satisfied that the evidence established the use of an instrument—that the use of the hand or finger might be considered in dealing with the second count. The jury found the accused not guilty on the first count, but guilty on the second count:—Held, that the second count might not unnaturally be regarded as a mere repetition in another form of the gravamen of the first count, and that by the finding of not guilty on that count the whole case against the accused failed, and the finding on the second count, therefore, could not be supported.

Rex v. Cook, 19 O.L.R. 174, 15 Can. Cr. Cas. 40.

ABSCONDING DEBTOR.

See ARREST; ATTACHMENT.

ACCEPTANCE.

See BILLS AND NOTES; SALE OF GOODS; SALE OF LANDS.

ACCIDENT INSURANCE.

See INSURANCE.

ACCORD.

Plea of compensation—Allegation of acknowledgment—Tender.]—1. A plea of compensation, setting forth a contra-account, followed by an allegation of acknowledgment and promise to pay by the plaintiff, will not be dismissed on an answer in law. 2. The Judge presiding at the trial, has, however, power to order that the settlement of account and acknowledgment by the plaintiff, alleged by the defendant, be proved by him before he is allowed to prove his counterclaim. 3. The validity of a tender, especially in commercial matters, may be a question of fact, and allegations relating to a tender will not be rejected on answer in law, although the tender may appear not to have been made in the manner prescribed by law for legal tenders. Laurentide Pulp Company, Limited v. Curtis, 4 Que. P.R. 109.

—Payment—Accord and satisfaction—Mistake—Principal and agent.]—On being pressed for payment of the amount of a promissory note, the defendant offered to convey to the plaintiffs a lot of land, then shown to the plaintiffs' agent, in satisfaction of the debt. The agent, after inspecting the land, made a report to the plaintiffs but gave an erroneous description of the property to be conveyed. On being instructed by the plaintiffs to obtain the conveyance, the plaintiffs' solicitor observed the mistake in the description and took the conveyance of the lot which had actually been pointed out and inspected at the time the offer was made. More than a year afterwards, the plaintiffs sued the defendant on the note and he pleaded accord and satisfaction by conveyance of the land. In their reply the plaintiffs alleged that the property conveyed was not that which had been accepted by them and, at the trial, the plaintiff recovered judgment. The full Court reversed the trial Court judgment and dismissed the action:—Held, affirming the