

*The Legal News.*

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*THE LAW OF EVIDENCE.*

The bill introduced by Mr. Cameron (Huron) to permit persons accused of certain offences to testify in their own favour, was defeated by a very narrow majority, on the motion of Mr. Bossé that the committee should rise. It should be a source of satisfaction to the Bar of this Province to know that one of its members had taken the initiative in stopping so foolish a measure. It is difficult to conceive on what grounds so large a number of members were induced to concur in so important a change in the law of evidence. The public has a right to know on what statistical information Mr. Cameron relies for suggesting this alteration. If he has none, then we may fairly conclude that he is seeking change for the sake of change, or of notoriety. Mr. Robertson (Hamilton) takes a higher flight, and dogmatizes on the discovery of truth. The preamble of his bill assumes that "the discovery of truth in courts of justice has been signally promoted by the removal of restrictions on the admissibility of witnesses." We presume Mr. Robertson means by this to say, that the admission of the testimony of interested parties promotes the discovery of truth. The proposition does not carry with it an air of probability, and we think it would rather puzzle the learned legislator to find any authority to support his statement. From every direction, we hear the cry that perjury is on the increase, and this result coincides with the provisions of every nation in the world. If Mr. Robertson's observation be true, then all persons should be admitted to testify in Courts of Justice under the same sanctions they gossip with their neighbour, on the wide principle lately contended for by Mr. John Bright, that people should not be taught by the law to believe that there are two kinds of truth. With superficial observers like Mr. Robertson and philosophers like Mr. Bright, civilization is in as great peril as it ever was when assailed by the barbarians.

The dogmatic crudity of Mr. Robertson's preamble is introductory to the following provision: "If any person called to give evidence in any criminal proceeding, or in any civil proceeding, in respect of which the Parliament of Canada has jurisdiction in this behalf, objects to take an oath, or is objected to as incompetent to take an oath, such person shall, if the presiding judge is satisfied that the taking of an oath would have no binding effect on his conscience, make the following solemn promise and declaration." In other words, any person who is not credible under oath, shall be believed under affirmation. Perhaps Mr. Robertson may find occasion before the end of the Session, to add to our knowledge of ethical science, by explaining how an affirmation can bind a conscience, which is insensible to the obligation of an oath. R.

*THE SEDUCTION BILL.*

Mr. Charlton with a persistence worthy of a better object, has once more brought before the Legislature his bill "to provide for the punishment of seduction and like offences." The report of proceedings in the House of Commons a few days ago indicated that the bill had been modified so as to remove the clauses to which objection has been taken; but a later report showed that one of these clauses had been restored in Committee. The clause referred to is in these terms:

"1. Any man who shall under promise of marriage seduce any unmarried female of previously chaste character, and not more than 21 years of age, shall be guilty of a misdemeanour, and shall be punished as hereinafter provided."

This provision is suggested by an erroneous view of morality. When a woman barter her virtue for a promise of marriage she has already ceased to be a "chaste character." If she yields at the first temptation we may sympathize with her in her fall, and we may condemn the seducer, or, it may be, the participator in an offence of which the guilt is evenly balanced. But that the law in either case, or under any circumstances, should come to her aid, to enable her to extort the fulfilment of a corrupt contract, is a totally different matter. Even admitting that such