

qu'il n'a pu l'établir ni par titres, ni par témoins, ni par présomptions ; que l'arrêt attaqué constate que Lazare Juif et Chambard ont " toujours été accord " pour reconnaître que le compte actif de ce dernier devait s'élever à 1,490 fr., si les 5,000 fr. réclamés par Lazare Juif n'étaient pas admis ;

" Attendu que si l'arrêt ajoute que, la demande de Lazare Juif étant écartée, il s'ensuit nécessairement que Chambard a justifié, " par l'aveu même de Lazare Juif," que ce dernier est son débiteur de 1,490 fr., cette expression n'implique pas que l'arrêt ait entendu puiser une preuve légale de cette dette dans un aveu judiciaire, un telle preuve n'étant pas nécessaire, puisque la dette était tenue pour constante par les deux parties ; que l'arrêt ne relève pas, d'ailleurs, les circonstances et les termes dans lesquels Lazare Juif aurait fait en justice une déclaration constituant un aveu judiciaire, et que le pourvoi ne les précise pas davantage ; que l'arrêt se fonde, pour accueillir la demande principale, sur ce qu'elle n'a jamais été contestée, et pour rejeter la demande reconventionnelle, sur ce qu'elle n'est pas prouvée ; qu'en statuant ainsi, la Cour d'appel n'a pas basé décision sur la foi due à l'aveu judiciaire et n'a donc pu violer les règles de l'art. 1356 du Code civil ;

" Rejette, etc." (1)

(M^{re} G. Lémaire, rapporteur).

(J. J. B.)

QUEEN'S BENCH DIVISION, (ENGLAND)

Oct. 29 and Oct. 30, 1885.

REGINA V. DE PORTUGAL.

Extradition — Fugitive Criminal — Fraudulent Misappropriation of Securities — Agent — Larceny Act, 1861.

The Solicitor-General (R. S. Wright and Danckwerts with him) showed cause against a rule nisi obtained by J. M. A. de Portugal, a prisoner awaiting his extradition to France, for his discharge from the Clerkenwell House of Detention, on the ground that he had committed no offence known to the law of England within section 10 of 33 & 34 Vict. c. 52.

The prisoner was entitled under a written

agreement to receive a large sum of money if he succeeded in obtaining a certain contract in France for the prosecutor. In the course of the negotiations for such contract the prisoner was entrusted with a cheque and a bill of exchange. The prosecutor alleged that he had given him express verbal orders to open an account at one of two banks with the cheque, and written instructions as to the bill of exchange. The prisoner, however, misappropriated the greater part of the proceeds of the one and the whole of the proceeds of the other. Criminal proceedings having been taken against him in Paris for fraud and false pretences he escaped to this country, and was arrested under the Extradition Act.

He was committed on a warrant charging him with an offence in the terms of section 75 of the Larceny Act, 1861 (which apply to a banker, merchant, broker, attorney, or other agent.)

Tickell, in support of the rule, contended that prisoner was not an agent within this section, that the securities had not been entrusted to him within the meaning of the second part of it, and that he (the prisoner) had had no authority to transfer them within the meaning of it.

The COURT (MATHEW, J., and SMITH, J.) held that ' other agent ' meant a person entrusted with money in a personal capacity and *ejusdem generis* with banker, broker, &c., and that prisoner was not an agent within section 75.

Rule absolute.

THE LIQUOR LICENSE QUESTION BEFORE THE PRIVY COUNCIL.

The argument in the matter of the validity of the Liquor License Act, 1883, and the act amending the same, and the petition of the Marquis of Lansdowne, Governor-General of the Dominion of Canada, was heard on the 11th instant, before the Lord Chancellor, Lord Fitzgerald, Lord Monkswell, Lord Hobhouse, Sir Barnes Peacock, Sir Montague Smith, and Sir Richard Couch. This was a matter which, under the provisions of an Act of the Dominion of Canada (47 Vic., c. 32), had been, on the petition of the Governor-General of Canada, referred to the Judicial Committee in order to obtain a decision whether two Acts of the Dominion—namely, the Liquor License

(1) Voir dans le même sens : *Douai*, 13 mai 1836 (S. 36. 2. 450) ; *Larombière*, *Obligations*, art. 1356, No. 18 ; *Aubry & Rau*, t. VIII, § 751, note 30.—(J. J. B.)