

stands committed, and into the weight of that evidence or even its sufficiency to sustain the charge no enquiry can be made.

The fact of the silence of a person accused of receiving stolen property upon hearing statements made as to his alleged guilt by the person who stole the property is admissible in evidence as leading to the inference of his guilty knowledge.

Having regard to the interpretation clauses of the Extradition Act, R.S.C. 1886, c. 142, crimes referred to in the "extradition arrangement" of 1850 between Great Britain and the United States come within the Act.

The words "other property" used in that arraignment as to the crime of "receiving any money, valuable security, or other property, knowing the same to have been embezzled, stolen, or fraudulently obtained" must be construed as relating only to things of the same type as "money" or "valuable security" and a prisoner accused of receiving a stolen pair of shoes was discharged from custody.

*Masten*, for prisoner. *Washington*, K.C., for private prosecutors.

Anglin, J.]

EDWARDS & COLE.

[July 25.]

*Motion for judgment—Admissions—Pleading—Con. rules 259, 261, 616.*

Consolidated Rule 616 is not intended to apply to the case of alleged insufficiency in law of the statements of fact pleaded in the defence.

A motion for judgment should not under such circumstances be made under that Rule, but the procedure indicated in Rule 259 or Rule 261 should be adopted.

*C. A. Moss*, for plaintiff. *W. H. Blake*, K.C., for defendant.

Teetzel, J.]

IN RE KIRKBY AND ALL SAINTS CHURCH.

[Sept. 9.]

*Church of England—Diocese of Toronto—Churchwardens—Agreement to repay rector's expenditure.*

An agreement by the churchwardens of a congregation of the Church of England in the Diocese of Toronto raising funds by voluntary contributions to repay the rector thereof, in consideration of his resigning his charge as desired by the congregation, the amount theretofore expended by him in repairs and improvements to the rectory, such amount to be settled by arbitration, is an agreement beneficial to the congregation and binding upon the churchwardens in the corporate capacity conferred upon them in that diocese by 47 Vict. c. 89 (O.)

An order was made for the enforcement of an award made in pursuance of the agreement although the churchwardens had in their corporate capacity no property or funds out of which the award could be satisfied.

*Daw v. Ackerill* (1898) 25 A.R. 37, distinguished.

*R. B. Henderson*, for applicant. *Middleton*, for churchwardens.