

wanted a partnership in the contract; that before leaving the room Boyle said that he would leave the matter in Cotton's hands to be settled between them; that he subsequently received from Cotton Boyle's letter withdrawing his tender, and gave Cotton \$3,000, in cheque and notes, which he (Charlton) understood to be for Boyle. Cotton's evidence was to the effect that he was not acting for Boyle; that Boyle gave him his letter of withdrawal to hand to Hartney, and that he had given it to Charlton, got the \$3,000, and appropriated it to his (Cotton's) own use; that Boyle had not received any of the money; that the cheque and notes had been given by him to M. Starrs to be held as security on some contracts they *expected* to be engaged in together; and that he did not consider he had done anything dishonest or dishonourable in appropriating the money to his own use. Starrs' evidence was to the effect that he was agent for Boyle's paper: *The Irish Canadian*; that Boyle was at his house during his (Boyle's) stay in Ottawa; that he was present and took part in some of the negotiations with Boyle for selling his tender, but that Boyle refused to sell; that he had received the cheque and notes from Cotton and deposited them to his (Starrs') credit in the Union Bank, and had used some of the money as he needed it; that he understood the money to be Cotton's, and had paid Cotton some \$470 on account of it; that the money was held as security for their speculations; that he had not paid any of it to Boyle, nor had he regarded Boyle as having any claim to, or interest in it. Mackintosh's evidence was to the effect that his and MacLean, Roger & Co.'s tenders were joint ones, and that he compromised

his share of the partnership by taking \$12,000 in notes and withdrawing his tender, so that MacLean, Roger & Co. got the contract at their own figures. Boyle's evidence was to the effect that he had refused to sell his tender; that he voluntarily withdrew his tender when he found that there were several offers lower than his, and because he wanted the \$500 cheque he had deposited with his tender returned; that he had not authorized Cotton to act as his agent, and had only given Cotton his letter of withdrawal to take to Hartney because he (Cotton) said he was going up to the Parliament buildings, and would take it for him; that he had not been benefited in any way directly or indirectly by the money deposited by Cotton with Starrs, and that he had not received any money. His Lordship, in giving the case to the Jury, said: "It would be for them to say whether the articles meant that corrupt money was paid by Mr. Roger with Mr. Boyle's knowledge, or that it was paid into the hands of Mr. Cotton for his tender. If they found the meaning to be simply that money was paid to somebody for Mr. Boyle's tender, they should find a verdict for the defendants. But if, on the other hand, they found that the articles charged corrupt knowledge on the part of Mr. Boyle, the verdict must be for the plaintiff. The plaintiff denied that Mr. Cotton was agent for Mr. Boyle, and held that the jury could not infer from the evidence that he was."

The jury, after one hour's consultation, brought in a unanimous verdict for the defendants. Mr. Donovan, counsel for Boyle, subsequently applied to the Court of Queen's Bench in term for a new trial, but the application was refused.

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