

who carried the Protection policy, entertained a very exaggerated idea of the importance of the act. After all, it is simply wiping out legislation which has worked injuriously to the interests of the country; and however desirable the abolition may be, it is too much to expect that prosperity must follow. Probably the time has gone by, when the Insolvent Act, and the facility of obtaining discharge from liabilities thereby afforded to a particular class of the community, operated most injuriously. The period of over-confidence has been succeeded by an attitude of suspicion and excessive distrust—on the part of importers towards customers, on the part of banks towards traders, and on the part of the public generally towards all joint-stock undertakings. So long as this feeling lasted, the continuance of the Insolvent Act could not have done very much harm. The repeal may be expected to lead to some cases of hardship to individuals. For example, a merchant ruined by the insolvency of others who have been discharged under the Act, may find himself left with a load of liabilities. We believe, however, that creditors may safely be trusted to deal fairly with such cases.

CIRCUMSTANTIAL EVIDENCE.

The following telegram, containing a narrative of a recent occurrence, affords a good illustration of the caution with which circumstantial evidence should be accepted in criminal trials:—

CINCINNATI, March 13.—A special from Howell County, Missouri, a wild region beyond the reach of telegraphic facilities, says that two daughters of a man, who lately received a pension of \$800, which he divided between them, were left alone by him. One night a stranger asked a lodging. They reluctantly yielded, and went up-stairs to bed, leaving him in the room on the ground floor. In the middle of the night he heard a noise, as if some one were strangling, and revolver in hand went up-stairs. There he caught sight of a man leaving the room, who made a slash at him with a knife. The stranger fired; the man fell. The former rushed to the nearest house, where he found a woman, to whom he told the facts. She said, "The man you shot is my husband, and uncle of those girls, whom he went to rob." The stranger, arousing the neighbours, returned with a *porteur*, and found the man who had been shot, lying dead, with a knife in one hand and \$800 in the other. The two young women lay dead in bed.

It seems probable that the uncle was aware

that a stranger was staying in the house, and chose that night to make his attempt. Suppose he had got away undiscovered, and the stranger, in the morning, being afraid of being accused of the crime, had fled, and had been subsequently arrested, would not the chain of circumstantial evidence against him have been sufficient to convince a jury?

NOTES OF CASES.

SUPERIOR COURT.

MONTREAL, January 26, 1880.

CASEY et al. v. SHAW, and SHAW, opposant.

Interlocutory judgments—Powers of the Court in rendering final judgment.

BÉLANGER, J. Les demandeurs, ayant, le 30 avril 1879, obtenu jugement contre le défendeur pour \$513.15, avec intérêt du 13 juillet 1877, avec dépens taxés subséquemment par le protonotaire à la somme de \$133.85, le 8 juillet 1879, fait émaner, un bref d'exécution du dit jugement contre le défendeur, en enjoignant à l'huissier chargé du bref de ne prélever qu'une somme de \$196.66, avec intérêt du 28 juin 1879, comme étant la balance du jugement en principal, intérêt et frais. A la saisie pratiquée en conséquence par l'huissier, le défendeur fit une opposition afin d'annuler, invoquant les moyens suivants:

"That the said seizure is illegal, null and void, and that the said defendant is not indebted, and was not indebted at the time of the said seizure, or of the issue of the writ of execution, in the amount demanded by plaintiff by the said writ of execution. That the only balance due to the said plaintiffs under the judgment in this cause rendered, is the sum of \$96.16, as appears by the statement of account herewith produced, which said sum of money the said defendant tendered in legal tender to the attorney of the said plaintiff on the 8th day of July instant, before any writ of execution issued, and which said tender was refused, and which the opposant brings into court and re-tenders to the said plaintiffs."

Les demandeurs ont contesté cette opposition, en niant tous les allégués de la dite opposition, et en alléguant que la saisie a été faite pour la balance restant effectivement due aux deman-