

defendant's agent at the time the letter was signed. The Bank contended that it ought to have been rejected because it was offered in contradiction of the written agreement, or part of the written agreement between the parties. The plaintiff on the other hand claimed it was properly admissible to explain the circumstances under which the plaintiff's name was subscribed to the letter which was no part of the agreement, but which was placed before him for his signature by the defendant's agent after the agreement was concluded. Their Lordships of the Privy Council (Lords Macnaghten and Morris and Sir R. Couch and Mr. Way) were of opinion that the evidence was admissible, notwithstanding that the subsidiary document in effect purported practically to make the prior agreement revocable at the option of the defendants. Lord Morris, who delivered the judgment, says: "Their Lordships cannot help observing that, if the bank should in future contract to advance money for a definite period, and at the same time desire to have the power of recalling the advance at their discretion, thus making the agreement nugatory, it would not be amiss to state clearly, what they do mean, and to take care that their meaning is understood by the person with whom they are dealing."

JUSTICES—DISQUALIFICATION—BIAS.

The Queen v. Burton, (1897) 2 Q.B. 468, was an application against two justices to show cause why the conviction of one Young should not be quashed on the ground that Burton, one of the justices, was disqualified. The prosecution was brought at the instance of the Incorporated Law Society against Young for falsely pretending to be a solicitor, and he was convicted and fined 40s. Burton was a member of the society, but no part of the fine was payable to the society. Lawrence and Collins, JJ. refused the motion, being of opinion that the facts furnished no reasonable ground for supposing that there would be any bias on the part of the magistrate, who was not disqualified from acting either on the ground of having any pecuniary interest in the proceedings, or as being a prosecutor. It may be noticed that the motion here was for a writ of certiorari to remove and quash the conviction. In Ontario it has