

appeared for the criminal was the ground of the attack. The Lord Chancellor could conceive nothing more utterly opposed to the spirit of liberty which had hitherto prevailed of allowing an advocate to fearlessly and fully defend a criminal in a court of law. It need hardly be added that the attack to which the Lord Chancellor alluded was made in the course of an election contest.

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### SUPREME COURT OF CANADA.

Quebec.]

OTTAWA, 9 Dec., 1895.

#### BANQUE JACQUES-CARTIER V. THE QUEEN.

*Constitutional law—Powers of members of Government—Letter of credit—Contract of member of executive by—Ratification by legislature.*

The Provincial Secretary of Quebec, in order to aid one D. to obtain advances by which he could execute a government contract for printing, wrote him a letter stating that the Government would have an amount voted for him in the ensuing session of the legislature which would be paid to him as soon as the session ended, or to any person to whom the letter should be transferred by D., and endorsed by him. The Provincial Secretary had the assent of his colleagues to the writing of this letter, but was not authorized by order in Council to do so. The money was voted by the legislature as stated in the letter.

*Held*, affirming the decision of the Court of Queen's Bench, that the said letter created no contract between D. and the Government of Quebec.

*Held* also, that the vote of the money by the legislature could not be said to ratify the contract with D., as no such contract existed, nor did it, any more than the letter itself, create an obligation binding on the government, which could only be done by order in Council.

D. indorsed the letter and transferred it, as a letter of credit to La Banque Jacques-Cartier.

*Held*, that such indorsement did not vest in the bank a claim that could be enforced at law against the Government.

*Quære*. Was the "letter of credit" a negotiable instrument