conviction or warrant of commitment, whether before or after conviction. Four days after the committal, the warrant (which was defective in point of law) was withdrawn from the jailer's possession, and another warrant substituted, it did not appear by whom. The second warrant was of the same date, and signed and sealed by the same justices as the first, and did not materially vary from it. Application was made for a writ of *habeas corpus*, and a *certiorari* was at the same time issued, to remove into the court the examinations, conviction and other proceedings. It was held in that case that the court could not presume, either from the facts returned or from the warrants, that the second warrant was substituted by the justices as an amendment of the first, in pursuance of the authority given the justices by the act, and the prisoner was discharged. But the judges stated that under the circumstances of the case, the magistrates being authorized to substitute a good warrant for a bad one, the substituted warrant would have been a good one, if it had contained the information that it was so substituted. But this was omitted, and the substituted warrant, moreover, contained new facts. The judges accordingly discharged the prisoner. This was the case relied on by Mr. *Devlin*. But we have another case, *Re Walker et al.*, New Sessions Cases p. 182. Four individuals were committed for a certain offence; a writ of *habeas corpus* was taken out, and the jailer returned that A. and B. were detained in custody under a warrant against them, dated, &c., and C. and D. under a similar warrant of same date. That afterwards whilst they were in custody, four other warrants against A. B. C. and D. individually, for their commitment respectively, were put into his hands. It was attempted to be set up that the original warrants being informal, the new warrants against A. B. C. and D. individually could not be substituted, because though as a general proposition a formal warrant may be substituted for an informal one, the former must be withdrawn and the substitution referred to by words in the subsequent ones. *Re Elmy, supra.* The prisoners should, therefore, be discharged. But it was answered, that if there is a good warrant authorizing the detention of a prisoner, it does not matter how many bad warrants there are: a justice may, pending an action, even on the morning of the trial, draw up a good conviction. The court held that the formal warrants were properly substituted for the informal ones, and being commitments were good on the return sent. The application was rejected.

We think, therefore, the return in this case is a good return. Whatever the first warrant might have been, the second warrant is a good warrant, and the return is good under the circumstances of the case.

With respect to *certiorari* to this Court, individually, I think the right of appeal to the Queen's Bench on *certiorari* has not been taken away by the statute which affects civil cases only. I think that the Court of Queen's Bench, sitting on the criminal side, has not been deprived of any power of issuing *certiorari*. I mention this incidentally only, as the *certiorari* has been spoken of, but it has no connection with the return upon this writ. We have come to the conclusion that the *habeas corpus* must be discharged.

MONDELET, J. If the jailer should not understand that the second warrant is a substituted one, and at the expiration of the first term of commitment, should not discharge the prisoner, then it would be time enough to apply for a *habeas corpus*, and it would be immediately granted. I agree with the remarks of Mr. Justice Badgley as to the writ of *certiorari*.

AYLWIN, J. I concur in the judgment given by the judge in the Superior Court. We are bound to assume, till the contrary has been shown, that there has been a good conviction, and that the magistrate has done everything that was required by law. The petitioner takes nothing by his motion.

DRUMMOND, J., concurred.

T. K. Ramsay, for the Crown.

B. Devlin, for the Petitioner.

COURT OF REVIEW.

April 30.

DESJARDINS *v.* TASSE.

Compensation.

Held, that an account for board, where the debt is easily proved, is a debt *claire et liquide*,