The securities produced at the trial as those converted by the defendant were two drafts, not promissory notes, for $5,250 each, dated 7th Nov., 1885; and two drafts for $5,000 each were also produced answering the description of the notes for that amount mentioned in the letter, except that they were not actually notes and were due at Toronto on the 9th Nov., instead of at Montreal on the 8th. It was shown, however, that they were held by a person in Montreal.

It also appeared in evidence that the defendant procured one B. to discount the two drafts for $5,250 each, B. retaining $1,000 for an old debt and paying part of the balance of the proceeds to the defendant in diamonds.

The defendant did not take up the two $5,000 drafts, and retained the proceeds of the two $5,250 drafts. The drafts were identified by witnesses as to dates, amounts, etc., and entries in the defendant's memorandum book, also produced, showed the nature of the transactions with the cashier and B.

The trial judge stated a case for the opinion of the court.

Held, upon the evidence that the drafts were the property of the bank and not of the cashier in his private capacity, and upon the law and evidence, that the defendant was a trustee of the documents within the meaning of the statute; and that notwithstanding the discrepancies as to the nature of the instruments, the due date, and place of payment, there was sufficient evidence to go to the jury of the identity of the drafts produced at the trial with the notes mentioned in the letter above set out.

It was contended that the defendant should have been indicted for converting the *proceeds* of the securities, inasmuch as it was in the contemplation of the cashier that the defendant should convert the securities themselves:

Held, that the nature of the transaction with B. showed an appropriation by the defendant of the securities themselves to his own use, and per FALCONBRIDGE, J., even if it had been otherwise, the definition of property in s.s. (*e*) of s. 2 of R.S.C., c. 164, showed the sufficiency of the indictment.

It was objected that no proof was given at the trial that the sanction of the Attorney-General, required by R.S.C., c. 164, s. 65, s.s. 2, had been given:

Held, that this objection was not open to the court upon a case reserved, not being a question that could arise at the trial.

Knowlden v. *The Queen*, 5 B. & S. 532, followed.

Irving, Q.C., and *Osler*, Q.C., for the Crown.

G. T. Blackstock and *J. J. Maclaren* for the defendant.

Div'l Ct.] [June 22.

REGINA *v.* COUNTY OF WELLINGTON.

Constitutional law — Insolvency legislation — Powers of Dominion Parliament—33 Vict., c. 40 (d) — Intra vires—B.N.A. Act, s. 91, ss. 21 — Assessment and taxes — Exemption from taxation—R.S.O., c. 193, s. 7, ss. 1.

Held, that the statute 33 Vict., c. 40, which recites the insolvency of the Bank of Upper Canada, vests the property of the insolvent estate in the Crown as trustee for the creditors, and provides for its realization in order that the debts may be paid, is within the powers of the Dominion Parliament, under ss. 21 of s. 91 of the B.N.A. Act; and that the interest of the Crown, acquired under such Act, as mortgagee of certain lands, could not be sold for arrears of taxes, being exempt from taxation under R.S.O., c. 193, s. 7, ss. 1.

Lash, Q.C., and *H. L. Dunn* for plaintiff.

Bain, Q.C., for certain defendants.

Div'l court.] [June 22.

SMITH *v.* JAMIESON.

Husband and wife—Breach of promise of marriage—Infancy of defendant—Ratification at majority—R.S.O., c. 123, s. 6—Evidence—Corroboration—R.S.O., c. 61, s. 6—Contract not to be performed within a year—Statute of frauds.

In an action for breach of promise of marriage the defendant admitted a promise, but said that he was an infant when he made it, and that there was no ratification in writing after majority, as required by R.S.O., c. 123, s. 6. The plaintiff insisted that there was no engagement between her and the defendant until he became of age on the 20th August, 1887. The jury found that the promise to marry was first made on that day, there being evidence to sustain that finding, and also evidence upon which the jury might have found a previous promise.

The court refused to interfere with the finding.

There was evidence to corroborate the statement of the plaintiff that an engagement to marry existed, such evidence being not incon-