

schedule of the draft of the mortgage deed for an unincumbered farm the name of a farm which he knew to be encumbered.

*Held* on a claim by the mortgagees to prove against the estate of one of the other deceased partners for any deficiency in their security.

That the profits of the transaction being for the general benefit of the firm, and that all the partners were liable for the fraudulent act of W. —*Savoy v. Goodwin*, 15 W. R. 1008.

**HIGH TREASON—LIABILITY OF DEFENDANT FOR ACTS OF CO-CONSPIRACIES DONE AFTER HIS ARREST—STATUTE OF TREASONS.**—The defendant was indicted for high treason with overt acts of levying against the Queen, and of conspiracy to depose the Queen. He was proved to have been a member of a treasonable conspiracy having these objects, and also of a Directory or governing body of that conspiracy, formed to bring about a levying of war against the Queen in Ireland. The Directory was proved to have been actively engaged during the month of February in preparing for a rising to take place at an early date in Ireland. The defendant was arrested on the 23rd February; a rising took place in Dublin on the 5th March. There was evidence that this rising was the result of the incitement of the Directory.

*Held*, that evidence of the rising of the 5th March was admissible against the defendant.

Also, that his responsibility for that rising (whatever it amounted to) was not affected by his arrest, he having made no attempt after his arrest to disaffirm these acts.

Also (*dubitante* Prior, C.B.), that the jury were rightly told that an overt act of levying war in the County of Dublin was proved against the defendant if they were of opinion that the events of the 5th March were the result of the commands or incitement of the Directory of which he was a member.

Where an overt act requires two witnesses under the Statute of Treasons, and the act is compounded of several stages and circumstances, it is not necessary to have two witnesses to every stage and every circumstance if the act be established by the joint testimony of two or more witnesses.—*Reg. v. McCafferty*, 15 W. R. 1022.

**RAILWAY COMPANY LIABILITIES.**—A ferry-boat or other means to cross a body of water on the line of a railroad, whether in the middle or at the end of the route, is part of the railroad; and the company is liable for neglect to carry a passenger across this, as well as any other part of the route.

It is settled that a railroad company may contract to carry passengers or freight beyond its own route, and the liability as a common carrier continues through the whole distance contracted for.—*Wheeler v. San Francisco and Alameda Railroad Company*, 6 Am. Law Reg. 606.

## UPPER CANADA REPORTS.

### ELECTION CASE.

(Reported by HENRY O'BRIEN, Esq., Barrister-at-Law and Reporter in Practice Court and Chambers.)

#### THE QUEEN UPON THE RELATION OF ANDREW GREGORY HILL V. MOSES BETTS.

*Municipal law—Disqualification of candidate—Contract with corporation—Effect of acquittance from, in equity.*

A person cannot be said to be disqualified as a member of a Municipal Corporation as having a contract, &c., with it if he be plainly acquitted in equity from such contract, and a sealed instrument is all that is required to perfect his discharge at law.

The rights of the candidate must be looked upon as they are in substance and effect at the time of the election.

[Chambers, May 27th, 29th, 1867.]

This was a quo warranto summons.

It was alleged that Moses Betts had not been duly elected, and that he unjustly usurped the office of Reeve in the village of Welland and county of Welland, under pretence of an election held on the 26th of March, 1867, because at the time of his election he had a contract with the corporation of the county of Welland, as one of the bondsmen or sureties of James McGlashen, treasurer of the county, not discharged or released.

The facts were, that Moses Betts became a surety for McGlashen, the county treasurer to the county, on the 24th of July, 1865, in the sum of \$2,000; that he offered himself for election as reeve of the village, and was elected in January last.

That his election was moved against, and was vacated because of his suretyship for the treasurer with the county.

That another election was ordered to be held, and was held on the 26th of March, when he was again elected to be reeve.

That after the avoidance of the first election, and before the holding of the second, the County Council agreed to release him from his liability as surety, and on the 14th of March passed a resolution to the effect: "That Hugh N. Rose be, and is hereby approved and accepted as security for the county treasurer, in the sum of \$2000, in the room and stead of Moses Betts; and that the clerk be directed to prepare and have executed the necessary bond, which shall be subject to the approval of the warden; and from the date when such bond shall be executed and approved and filed with the county clerk, the liability of Moses Betts to the county, under his bond, shall cease and determine."

That the bond of Hugh N. Rose was prepared and executed and was approved by the warden, and was filed with the county clerk on the 23rd of March.

That Betts received 59 votes; and the relator, who is a lawyer, only 16 votes; and it was asserted that many more would have voted for