

but soon after countermanded that order, and requested it to be delivered at his residence at St. Jean Baptiste village, alleging that the hotel was not quite ready for them.

At the expiration of the stipulated time, no money being forthcoming and no demand of retrocession of the immovable property being asked for, McGarvey became alarmed and made enquiries about Durocher and his property at Longue Point. He then discovered: 1o. that the payment to Mrs. Hedge of a sum of two hundred dollars a year was more than the property could produce yearly; 2o. that Durocher had never rented any hotel at St. Therese, nor was he to open any one there or elsewhere; 3o. that Durocher had played exactly the same trick upon three other furniture dealers, giving them in payment other properties equally valueless; 4o. that all the furniture purchased from him by Durocher had been sold by the latter below cost price, either by private sales and at auction. Hence the prosecution against Durocher.

All the facts recited above were fully given in evidence.

On being cross-examined McGarvey, the complainant admitted that the representation which had induced him to part with his furniture was solely that the immovable property offered him was worth between three and four thousand dollars over and above all incumbrances and not the story told by Durocher about his being about to open a hotel at Ste. Therese, it being a matter quite indifferent to him where the furniture was put, the moment he had received the full value of what he had sold. Evidence was then offered on behalf of the Crown to show that a similar fraud had been lately practised by the prisoner upon other furniture dealers. This was objected to by the counsel for the prisoner, on the ground that no other charge could be proved except that laid in the indictment. In support of that pretension section 5th of the Larceny Act