

were not discovered to be so, until about the twenty-third of March.

Chisholm, being called upon, by the bank, to find the money and make them good, did so, paying the bank \$50,000 down, and the balance, some time later.

In explaining its conduct to the court, the Merchants' Bank of Canada, through its local manager, stated that it was quite satisfied to get its money back and help the prosecution. It denied having, at any time, made any promises not to prosecute.

We do not for a moment question the truth of the bank's denial. We only regret that it surrendered all the warehouse receipts in question, which, we understand, it did, upon payment of the moneys due, some to Chisholm, and some to McGillis. It failed to realize, apparently, that, in surrendering them, it dispossessed itself of all the proofs of the enormous frauds then perpetrated against it.

A very interesting article appeared in the *Journal of Commerce* on the 26th of October last, treating on the subject of "Legal Manners." The main object of this little, but well written article, appears to be for the purpose of excusing the Merchants' Bank of Halifax for its dilatoriness in prosecuting. The following paragraph is taken from it:

"It is not unreasonable to allow that one of the first duties which any corporation or individual which may have been robbed thinks of performing is, to secure repayment of the loss sustained in consequence of the crime, and where this can be accomplished without any condonation of the offence or any paltering, or compromise with the persons accused of having committed it, the public is not concerned. The law, as we understand it, does not require an injured person to disregard the ordinary precautions and remedies of a creditor, though it does prohibit any