that he had visited the premises; that the defendant's wife told him it was necessary to have twelve bedrooms, and that this must have made plaintiff aware of the real state of the case. But he replied that he supposed the house was to be used as a hotel. There was nothing to shew positively that plaintiff was aware of the use to which the premises were to be applied, and whatever surmises might exist, they could not be entertained by the Court. Judgment would go for $390, nine months' rent.

CROWLEY *vs.* DICKINSON.—This was an action brought by the plaintiff, Crowley, against the defendant, a forwarder, to recover the sum of $2,200, for the use of certain barges, and also for damages to the same. The statement of the plaintiff included a number of allegations respecting the barges and the various accidents which befel them. On the 18th of June, 1863, the defendant acting by Ross, his agent, leased from the plaintiff a barge lying in the canal basin, at the rate of $3 per day. The plaintiff said that subsequently the barge was run upon the rocks at the Chute near Chatham, on the Ottawa River. The barge, which at the time was loaded with wood, was much injured, and the defendant sent her to Lachine, where she was abandoned. In the Spring she was unloaded, and abandoned again. On the 15th of August, 1863, the defendant hired another barge, the *Hope*, at $6 per day. She also met with an accident while running the rapids, and sank. It was contended on the part of the defendant that there was no want of care; that the barges were old and unfit for the service. The evidence was conflicting to a degree rarely parallelled, and the Court found great difficulty in coming to a decision. Taking all the circumstances into consideration it would award £50 to plaintiff.

WENHAM *vs.* THE BANQUE DU PEUPLE.—His Honor was about to give judgment in the above case when Hon Mr. Dorion, of counsel for the defendants, rose and said that they had come upon the traces of the man who presented the cheque. The defendants had been informed the previous day that he had been seen in town. He therefore suggested that the judgment should be postponed in the expectation of procuring further evidence.

Mr. A. Robertson, on behalf of the plaintiff, opposed the granting of any delay.

His Honor said that the application being opposed, the Court must proceed to render judgment.

The action was brought to recover about $1,500, the amount of a cheque which the plaintiff had drawn upon the People's Bank, and which that Institution had refused to pay on the ground that there were no funds to meet the same. The case was a very singular one. In November last, the plaintiff had a deposit at the Bank of over $1,500. Nearly the whole of the amount was drawn out on a cheque purporting to be signed by the plaintiff and endorsed by Mr. Simpson (his associate.) At this time, the plaintiff had deposits with four different Banks, and on the same day all these deposits, within a small fraction of their respective amounts, were drawn out by similar cheques purporting to be signed by the plaintiff and Mr. Simpson. The plaintiff denied that the signature was genuine, and the present action was brought to test the matter. The singularity of the case was that it was almost impossible for any man to say that the signatures were not genuine. The imitation was so perfect with respect to Mr. Wenham's, that his Honor could not see any difference at all except that the writing of the forged one was a little stronger. Mr. Wenham and Mr. Simpson had been examined, and they both swore positively that they never signed the cheque. It was a very singular circumstance that the man who drew the four cheques must have had a very intimate knowledge of the state of Mr. Wenham's account with four different banks, because he drew within a trifle of the amount at each bank. It could not have been done by a person in the employ of any one of the banks, for he could not have ascertained the state of the plaintiff's account with the other three. The Court had to fall back upon the supposition that it must have been done by some one who had access to Mr. Wenham's bank books. The case altogether was exceedingly strange, and might be susceptible of a great deal of curious speculation. But the Court would not enter into any speculations on the subject. It would simply pronounce that the signature of the cheque paid was a forgery, and the defendants would be condemned to pay the amount now demanded by the plaintiff.

DEVALTAMIER *vs.* MCCREADY *et al.* —

D. used insulting and exasperating language to McC., and attempted to pull him from the waggon in which he was seated. McC. having then committed a violent assault on D —Held that the provocation did not justify the violence, and $100 damages awarded.

This was an action of damages against Councillors McCready and Homier for violent assault on the plaintiff, the gardener of Viger Square. It appeared on the 15th August, 1863, Mr. Homier was overtaken in Notre Dame Street by Mr. McCready, who asked him to take a drive. They arrived at one of the gates of Viger Square where the plaintiff came out of the garden and politely welcomed them. Mr. Homier introduced Mr. McCready as one of the City Fathers. Some remarks were made as to flowers, when Mr. McCready said rather disparagingly that the plaintiff had nothing but sunflowers in his garden, and that he, Mr. McCready, had better himself at home. The gardener thereupon became very much exasperated, in fact, almost furious. There was nothing in the conduct of Mr. McCready to justify the gardener's furious language, however his professional pride might have been hurt. Mr. Homier endeavoured to pacify them but in vain. The plaintiff took Mr. McCready by the collar. It is not very clear what Mr. McCready was doing at the time. He seemed to have been in rather a passive state. The plaintiff challenged him to fight, and seized him by the collar to drag him out of the carriage for