

The Colonist.

FRIDAY, DECEMBER 23, 1892.

PUBLISHED EVERY FRIDAY MORNING.

THE COLONIST PRINTING AND PUBLISHING COMPANY,
LIMITED LIABILITY
W. H. ELLIS, Manager.

TERMS:
THE DAILY COLONIST,
PUBLISHED EVERY DAY EXCEPT MONDAY.

Per Year, (Postage Free to any part of Canada)..... \$10 00
Six Months..... \$5 50
Per week if delivered..... 25

THE WEEKLY COLONIST.
Per Year, (Postage Free to any part of the Dominion or United States)..... \$ 2 00
Six Months..... \$ 1 25
Three Months..... \$ 0 75
Subscriptions in all cases are payable strictly in advance.

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SUPREME COURT.

(Before Begbie, C.J., Walkem, J., and Drake, J.)

Harper v. Cameron—The court sat both as a Full court and as a Divisional court to hear motions in this case, which included a motion for a new trial and also a motion to set aside the judgment and enter judgment for the defendant for a non-suit.

Chas. Wilson and A. McPhillips, for the defendant, moved by way of appeal from the judgment of Crease, J., entered in accordance with the finding of the jury ordering the mortgagee by the plaintiff to the defendant for \$50,000 and judgment obtained thereon in Cameron v. Harper on December 10, 1888, to be set aside.

The facts out of which this litigation arose are as follows:—The plaintiff's work entered into between Harper and Cameron on November 18, 1887, in pursuance of which, on the same day, a promissory note from the plaintiff to the latter for \$50,000 was given, which was changed to smaller ones of the same amount in 1888. Harper being unable to meet his creditors in full, on August 22 and November 24, 1888, signed an affidavit for the benefit of his creditors, in pursuance in that suit on December 10, 1888, for \$56,012.50, and on his application a receiver of Harper's estate was appointed December 18, 1888. On August 25, 1889, the Divisional court made a final order for the sale of Harper's estate. On February 12, 1892, a process in lunacy on behalf of Harper was presented to the court, but was not acted upon.

On May 15, 1890, Harper obtained a summons to set aside the above judgment obtained against him by Cameron on the ground that he was in an unfit state of mind at the time he made the promissory notes, and was unable to manage his own affairs. On June 10, 1890, that motion was made and dismissed. On July 15, 1890, an appeal to the Divisional Court, which fresh affidavits were also read, was dismissed.

This action was afterward brought by Harper in the name of his next friend, whom the court had appointed to act for him as person claiming to be non compos mentis, to set aside the proceedings and judgment on the ground that he was insane at the time the notes were obtained, and that the knowledge of Cameron set up in evidence that the question was res judicata by the judgment of December 10, 1888, and the subsequent unsuccessful proceeding to set it aside on the ground of insanity, and his judgment delivered thereon. The jury found in favor of the plaintiff upon all the questions involved. They found that the defendant Cameron was aware of it and obtained them by fraud, and without consideration. Upon these findings Crease, J., entered the judgment above referred to in favor of the plaintiff.

Mr. Wilson now desired the Court to receive and read on this motion some of the affidavits which had been used before the Chief Justice and the Divisional Court on the motions to set aside the judgment in Cameron v. Harper, which Crease, J., had refused to receive in evidence at the trial.

The Court: You would be entitled to read them for the purpose of showing that they had been purposely rejected at the trial, but your role does not include the question of improper rejection or admission of evidence. Except on a motion for a new trial the question is not relevant.

Mr. Wilson: The whole question is open to the court to grant a new trial on any ground to the same extent as if we had made no motion for a new trial as all—Connecticut Mutual et al v. Moore, 6 App Case. At all events the court has power to admit the affidavits as fresh evidence on appeal. Ferris v. Houston v. Slago, 27 Ch. Div. 248.

The Court refused to read the affidavits. Begbie, C. J.: You wish to treat my order of December 10, 1888, as a bar to your present motion. I do not think the court can determine the question of sanity.

Mr. Wilson: Yes.

Walkem, J.: The order of the Chief Justice went partly on the ground that 18 months had elapsed before making the motion, and also on the ground that the question of the man's lunacy would not be considered on that application.

Begbie, C. J.: What was held was that it was too late to raise that question in the action.

Walkem, J.: If you go for a non-suit perhaps the court may grant a new trial as an alternative. Day v. Felt, 2 Ex. Div.

Mr. Wilson: The terms of the order of June 20 show that the question of insanity was a question involved in that motion, being, "Why by the judgment may not be set aside, on the ground that the promissory notes were made by the defendant while in an unfit state of mind," and it is impressed

SELECTING A TICKET.

to be made upon hearing read certain evidence," and the court should finally decide the evidence so referred to.

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Considerable Discussion on the Formation of a Platform—The Chinese Question.

The Citizens' Association held a meeting in the Sir William Wallace hall last evening, the body of the hall being comfortably filled with a gathering of representative business men.

Shortly after eight o'clock the meeting was called to order by Chairman B. Gordon, and Secretary Boggs read the minutes of the meeting held December 12. On motion these minutes were adopted as read.

The committees appointed for the various matters handed in a consolidated report as follows:

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