

a jury, who entered a verdict for defendant. The plaintiff moved to have the verdict set aside and one entered for him, on the ground that the verdict was against evidence and the weight of evidence.

Held, that the finding of a judge on facts is entitled to as much weight as the finding of a jury, with this difference, that if the verdict should be set aside, or reduced, the Court has the power to enter the verdict that it thinks should have been entered, without sending the case to be tried over again.

Per KILLAM, J. There is the one element of difference that usually the Court can ascertain the principle upon which the judge proceeded more accurately than in the case of a jury, and the further discussion may shew that principle to be so incorrect that the Court should review the finding.

Per KILLAM, J. The evidence touching the \$400 note was insufficient, and the verdict on that count should be set aside. *Chevrier v. Parmenter*, 194.

VOLUNTARY PAYMENT.

See TAX SALE, 1.

WAGES.

Leave to sue Joint Stock Company without waiving right against directors.

See COMPANY, 2.

WAIVER.

See PRACTICE, 2—FOREIGN JUDGMENT—MECHANICS' LIEN.

WARRANTY.

See PRINCIPAL AND AGENT.

WINDING UP.

See COMPANY, 1, 2.—COSTS AND SECURITY FOR COSTS, 8.

WORDS.

"*Feloniously did make an assault*"
—*See* CRIMINAL LAW, 4.

"*Gambling house*"—*See* CRIMINAL LAW, 2.

"*Satisfactory answers*"—*See* EXAMINATION, 2.

WRIT OF ERROR.

See CRIMINAL LAW, 1, 3.