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SUPREME COURT OF CANADA.

May 22, 1894.

FRANK v. SUN LIFE ASSURANCE CO.

Ontario.]

Life insurance—Payment of premium—Contract dehors the policy—Avoidance of policy.

A policy of life insurance contained no condition making it void in case of non-payment of premiums or of any note, etc., given for a premium. The first premium was not paid in cash, but the assured signed and gave to the company an agreement in the form of a promissory note payable at a certain time for part, and a like agreement, payable at a later period, for the other part, each of said documents containing an undertaking by the assured that if it was not paid when due, the policy should be void. The assured died after the time for payment of the first agreement, but before the second had matured, and leaving the first unpaid.

Held, affirming the decision of the Court of Appeal for Ontario (20 Ont. App. R. 564) that by the failure to pay the part of the premium as agreed by the overdue instrument, the policy was void.

Appeal dismissed with costs.

Wilkes, Q.C., for the appellant.
Aylesworth, Q.C., for the respondents.

May 23, 1894.

SNETZINGER v. PETERSON.

Ontario.]

Arbitration and award—Submission—Question of fact—Second award—Arbitrator functus officio.

S. and P. were engaged in business together, under a written agreement, in the packing and selling of fruit, and a dispute having arisen as to the state of accounts between them, a third party was chosen to enable them to effect a settlement. S. claimed that such third party was only to go over the accounts and make a statement, while P. contended that the whole matter was left to him as an arbitrator.

The arbitrator having gone over the accounts made out a statement showing $235 to be due to S. Some time after he presented a second statement showing the amount due to be $286. S. was given a cheque for the latter amount, which he claimed to be only taken on account, and he afterwards brought an action for the winding up of the partnership affairs.

Held, affirming the decision of the Court of Appeal for Ontario, that whether or not there was a submission to arbitration was a question of fact as to which this Court would not interfere with the finding of the trial judge that all matters were submitted, confirmed as it was by the Divisional Court and by the Court of Appeal.

Held, further, that there was a valid award for $235; that having made his award for that amount, the arbitrator was *functus officio* and the second award was a nullity; and that the Divisional Court was wrong in holding that as P. relied only on the second award, the judgment should be against him on the case as claimed by S.

Appeal dismissed with costs.

Riddell, for the appellant.

McCarthy, Q. C., for the respondent.

May 8, 1894.

MAYES v. THE QUEEN.

Exchequer Court.]

Contract—Public work—Special quality of timber—Inspection—Change in terms of contract—Authority of engineer—Delay.

M. contracted with the Dominion Government to build a bridge in connection with a railway under construction in Nova

Scotia. The contract called for the use of creosoted pine timber, of which the creosoting could only be done in S. Carolina. By one clause in the contract no change could be made in its terms without an order-in-council therefor, and by another clause M. was not to bring any suit or proceeding for damages caused by delay.

The timber was procured in S. Carolina, and M. wrote to the engineer asking for an inspection. The engineer undertook to send an inspector to S. Carolina, but neglected to do so for some weeks, and M. was put to greater expense in transporting it to Nova Scotia by reason of the delay. Having proceeded against the Crown for damages, a demurrer was filed to his petition of right.

Held, affirming the decision of the Exchequer Court (2 Ex. C. R. 403) that by the express terms of the contract the Crown was not liable; that the engineer could not bind the Crown by entering into a supplementary contract for inspection, and that M. had, by his covenant, no cause of action based on delay.

Appeal dismissed with costs.

Pugsley, Q.C., for the suppliant.

W. H. B. Ritchie, for the Crown.

May 1, 1894.

Nova Scotia.]

CITIZENS' INSURANCE CO. v. SALTERIO.

Fire insurance—Condition in policy—Assignment of policy—Change of title in property insured.

A condition in a policy of insurance against fire provided that the policy should not be assignable without the consent of the company indorsed thereon; that all incumbrances should be notified to the company within fifteen days; and in the event of any sale, transfer, or change of title in the property insured, the liability of the company should thenceforth cease. S., the insured under this policy, gave a chattel mortgage to a creditor of all his stock in trade insured thereby, and also "all policies of insurance on said stock and all renewals thereof." The consent of the company to the giving of this mortgage was not indorsed on the policy.

Held, reversing the decision of the Supreme Court of Nova Scotia, that, as the chattel mortgage and subsequent transactions showed that S. intended the policy to pass to the creditor, there was a breach of the condition, and the policy was void.

Held, further, that though the chattel mortgage was not a "sale" or "transfer" of the insured property within the meaning of the condition, it was a "change of title" therein which freed the company from liability; and it was also an "incumbrance" even if the condition meant an incumbrance on the policy.

Appeal allowed with costs.

Newcombe, Q.C., for the appellants.

Chisholm, for the respondent.

May 1, 1894.

Nova Scotia.]

STUART v. MOTT.

Res judicata—Different causes of action.

S., in 1883, brought a suit for specific performance of an alleged verbal agreement by M. to give him one eighth of his, M's interest in a gold mine. At the hearing M. denied the alleged agreement, but admitted that in order to prevent S. from acting in the interest of rival mine owners he had promised to give him one eighth of his interest in the proceeds of the mine when sold. Judgment was given against S. in the suit on the ground that his alleged agreement was within the Statute of Frauds and void for not being in writing. Some years afterwards, the mine having been sold, S. brought another action against M. for payment of the share in the proceeds which M. had admitted he promised to give him.

Held, reversing the decision of the Supreme Court of Nova Scotia (24 N. S. Rep. 526) that the judgment in the former suit for specific performance was not *res judicata* of the claim made by S. in his subsequent action.

Appeal allowed with costs.

Osler, Q.C., and *Newcombe, Q.C.*, for the appellant.

Borden, Q.C., and *Mellish*, for the respondent.

May 1, 1894.

Ontario.]

CITY OF TORONTO v. TORONTO STREET RY. CO.

Construction of contract—Street Railway—Permanent pavements—Arbitration and award.

The Toronto Street Railway Company was incorporated in 1861, and its franchise was to last for 30 years, at the expiration of which period the City Corporation could assume the ownership of the railway and property of the company on payment of the value thereof, to be determined by arbitration. The Company was to keep the roadway between the rails and for 18 inches outside each rail paved and macadamized and in good repair, using the same material as that on the remainder of the street, but if a permanent pavement should be adopted by the corporation the company was not bound to construct a like pavement between the rails, etc., but was only to pay the cost price of the same, not to exceed a specified sum per yard.

The city corporation laid upon certain streets traversed by the company's railway, permanent pavements of cedar block, and issued debentures for the whole cost of such work. A by-law was then passed charging the company with its portion of such cost in the manner and for the period that adjacent owners were assessed under the Municipal Act for local improvements. The company paid the several rates assessed up to the year 1886, when they refused to pay on the ground that the cedar block pavement had proved to be by no means permanent, but defective and wholly insufficient for streets upon which the railway was operated. An action having been brought by the city for these rates it was held that the company was only liable to pay for permanent roadways, and a reference was ordered to determine, among other things, whether or not the pavements laid by the city were permanent. This reference was not proceeded with, but an agreement was entered into by which all matters in dispute to the end of the year 1888 were settled, and thereafter the company was to pay a specified sum annually per mile, "in lieu of all claims on account of debentures maturing after that date, and in lieu of the company's liability for construction, renewal, maintenance and repair in respect of all the portions of streets

occupied by the company's tracks so long as the franchise of the company to use the said streets *now* extends." The agreement provided that it was not to affect the rights of either party in respect to the arbitration to be had if the city took over the railway, nor any matters not specifically dealt with therein, and it was not to have any operation "beyond the period over which the aforesaid franchise now extends."

This agreement was ratified by an act of the legislature passed in 1890, which also provided for the holding of the said arbitration, which having been entered upon, the city claimed to be paid the rates imposed upon the company for construction of permanent pavements for which debentures had been issued payable after the termination of the franchise. The arbitrators having refused to allow this claim, an action was brought by the city to recover the said amount.

Held, affirming the decision of the Court of Appeal, that the claim of the city could not be allowed; that the said agreement discharged the company from all liability in respect to construction, renewal, maintenance and repair of the streets; and that the clause providing that the agreement should not affect the rights of the parties in respect to the arbitration etc., must be considered to have been inserted *ex majori cautela* and could not do away with the express contract to relieve the company from liability.

Held, further, that as by an act passed in 1877, and a by-law made in pursuance thereof, the company was only assessed as for local improvements, which, by the Municipal Act, constitute a lien upon the property assessed but not a personal liability upon owners or occupiers after they have ceased to be such, therefore after the termination of the franchise the company would not be liable for these rates.

Appeal dismissed with costs.

Robinson, Q.C., and *S. H. Blake, Q.C.*, for appellants.

McCarthy, Q.C., for respondents.

May 31, 1894.

Nova Scotia.]

CITY OF HALIFAX v. REEVES.

Public street—Encroachment on—Building upon "or close to" the line —Charter of Halifax, Secs. 454-455—*Petition to remove obstruction—Judgment on— Variance.*

By sec. 454 of the charter of the City of Halifax, any person intending to erect a building upon or close to the line of the street must first cause such line to be located by the City Engineer and obtain a certificate of the location; and if a building is erected upon or close to the line without such certificate having been obtained, the Supreme Court, or a judge thereof, may, on petition of the recorder, cause it to be removed.

A petition was presented to a judge, under this section, asking for the removal of a porch built by R., to his house on one of the streets of the city, which, the petition alleges, was upon the line of the street. A porch had been erected on the same site in 1855 and removed in 1884; while it stood, the portion of the street outside of it, and since its removal the portion up to the house, had been used as a public sidewalk; on the hearing of the petition the original line of the street could not be proved, but the judge held that it was close to the line so used by the public and ordered its removal. The Supreme Court of Nova Scotia reversed his decision. On appeal to the Supreme Court of Canada:

Held, that there was evidence to justify the judge in holding that the porch was upon the line, but having held that it was close to the line, while the petition only called for its removal as upon it, his order was properly reversed.

Decision of the Supreme Court of Nova Scotia affirmed, but on different grounds.

An objection was taken to the jurisdiction of the Supreme Court of Canada on the ground that the matter did not originate in a Superior Court.

Held, Taschereau, J., dissenting, that the court had jurisdiction. *Canadian Pacific Railway Co.* v. *Ste. Therese* (16 Can. S. C. R. 606) and *Virtue* v. *Hayes* (16 Can. S. C. R. 721) distinguished.

Appeal dismissed with costs.

McCoy, Q. C., for the appellant.

Newcombe, Q. C., for the respondent.

May 31, 1894.

New Brunswick.]

PORTER v. HALE.

Evidence—Foundation for secondary evidence—Execution of agreement—Proof of signatures—Laches—Relief asked for inconsistent with claim.

Land was left by will to trustees in trust to divide the same or proceeds of sale thereof among testator's children. C., one of the beneficiaries, agreed to sell a part of said land to P., but the trustees and C. afterwards sold the same part to other persons. In a suit by P. against C., the trustees and the registered owners under the last conveyance, for specific performance of the agreement of sale by C., and the cancellation of said conveyance, and an injunction against further transfers, P. alleged that the trustees and other beneficiaries under the will had signed an agreement by which the land in question was to be conveyed to C. in settlement of the estate. On the hearing, secondary evidence of this agreement was tendered, and proof that C., who was the proper custodian of it, was without the jurisdiction and supposed to be in Scotland, and that P. had written to him and to his sister and one of the trustees inquiring where he was but could not get the information. None of the letters contained any reference to the agreement nor to P's object in making the inquiry. Secondary evidence having been received :

Held, affirming the decision of the Supreme Court of New Brunswick, that sufficient foundation for its reception had not been laid and it should not have been received; that P. should have stated in his letters that he wanted this specific document; that he should have had inquiries made in Scotland by some independent person to ascertain where C. was to be found, and if he had been found to ask him for the paper in question; and that a commission might have been issued to the Court of Session in Scotland and a commissioner appointed by that court to procure the attendance of C. and his examination as a witness.

The secondary evidence given of the execution of said agreement was that it was signed by at least four persons, but the handwriting of only two of them, including one of the trustees, was known to the witness proving it.

Held, that the proof of execution was insufficient to establish the case set up by P.; that an instrument signed by one only

of the trustees could convey no title, legal or equitable, to C.; and that the evidence of its contents was not satisfactory.

The alleged agreement by C., to sell the land to P., was executed in 1884, and the suit was not instituted until more than four years after.

Held, that the delay in taking proceedings was a sufficient answer to the suit; though P. was in possession of the land in the interval, the evidence clearly showed that it was not in the capacity of a prospective purchaser, but in that of a caretaker, having been so appointed by the trustees.

P. also claimed to be entitled to a decree for performance, in the event of the case made by his bill failing, on the ground that the testator's will had not been registered in New Brunswick as required by law, and was consequently void as against him, a purchaser from C., one of the heirs.

Held, that as the bill claimed title under the will, P. could not have a decree based on the proposition that the said will was void as against him and no amendment could be allowed, making a case not only at variance with, but antagonistic to the bill, especially as such amendment was not asked for until the hearing.

Appeal dismissed with costs.

McLeod, Q.C., and *Palmer, Q.C.*, for the appellant.

Weldon, Q.C., *Currey*, and *Vince*, for the respondents.

May 31, 1894.

New Brunswick.]

SCOTT v. THE BANK OF NEW BRUNSWICK.

Debtor and creditor—Payment to pretended agent—False representations as to authority—Indictable offence—Ratification of payment by creditor—Adoption of agency.

S. a shipmaster, before starting on a voyage deposited $1,000 in a bank and obtained a deposit receipt therefor which he left with R., part owner and manager of his vessel, for safe keeping. S. was absent for four years and when he returned and asked for for a settlement with R., who owed him $2,650.00 on ship's account, he found that R. had received the amount of the deposit from the Bank and applied it to his own use. To avoid proceedings against him R. gave to S. a bill of exchange on a person in

Ireland for £250 and a mortgage on an interest he claimed to have in his father's property, and S. went to sea again without stating any of these facts to the Bank. In two years he returned again and found that R. had left the country, the bill of exchange had not been accepted and nothing had been realized on the mortgage. He then demanded the amount of his deposit from the bank, which they refused to pay, and he brought an action to recover the same.

The action was twice tried. On the first trial a verdict was given in favour of S., the jury having found that when R. took the deposit receipt to the bank, with the name of S. indorsed on it, such indorsement had not been written by S., and the trial judge held that the finding was, in effect, that of forgery by R., which could not be ratified. The jury also found that the security taken by S. did not include the $1,000. The full court ordered a new trial on the ground that the last finding was against evidence (31 N. B. Rep. 21), and an appeal from that decision to the Supreme Court was not entertained (21 Can. S. C. R. 30). On the second trial the Bank obtained a verdict which was affirmed by the full court. On appeal from the latter decision,

Held, affirming the judgment of the court appealed from, that the doctrine of estoppel was not involved in the case; that R. obtained the money from the Bank by falsely representing that he had authority from S.; that S., by ratifying and confirming the payment adopted the agency, and his act made the payment equivalent to one to a person having authority to receive it; and it made no difference that by his false representations R. may have committed an indictable offence.

Appeal dismissed with costs.

McLeod, Q.C., and *Palmer, Q.C.*, for the appellant.

Blair, Atty.-Gen. of New Brunswick, for the respondent.

May 31, 1894.

New Brunswick.]

ROURKE v. THE UNION MARINE INSURANCE CO.

Trover—Joint owners of vessel—Sale by one—Conversion—Marine Insurance—Abandonment—Salvage.

A vessel partly insured was wrecked, and the ship's husband gave notice of abandonment to the underwriters, whose agent

caused the hull and outfit to be sold to one K. The underwriters afterwards notified the ship's husband that the vessel was not a total loss and requested him to pay the charges and take possession. He paid no attention to the notice, and K. took the vessel to a port in Maine, U. S., and attempted to repair her, and he afterwards caused her to be libelled for salvage in a United States court, and sold. R., owner of eight shares which had not been insured, brought an action against the underwriters for conversion of her interest.

Held, affirming the decision of the Supreme Court of New Brunswick, that the conduct of the ship's husband, who was agent for R. in respect of the vessel, precluded the latter from bringing such action; that by his notice of abandonment the underwriters became joint owners with R. of the vessel; that they had not sold the vessel so as to deprive R. of her beneficial interest in her nor to destroy her; that the ship's husband might have taken possession before the vessel was libelled; and that R. was not deprived of her interest by any action of the underwriters but by the decree of the court under which she was sold for salvage.

Appeal dismissed with costs.

McLeod, *Q.C.*, for the appellants.

Weldon, *Q.C.*, and *Palmer*, *Q.C.*, for the respondents.

CROWN CASE RESERVED.

LONDON, July 28, 1894.

REGINA v. SILVERLOCK. (29 L.J.)

Coram Lord Russell, C.J., Mathew, J., Day, J., Williams, J., and Kennedy, J.

Criminal Law—False Pretences—Sufficiency of Indictment—Opinion upon Handwriting—Admissibility of Evidence.

Case stated by the chairman of the Worcestershire Quarter Sessions.

The prisoner was indicted for false pretences. No objection was made to the first count of the indictment. The second count alleged that the prisoner, 'by inserting and causing to be

inserted in a certain newspaper called the *Christian World* a fraudulent advertisement in the words and figures following—that is to say: "Housekeeper wanted for branch business establishment in Midlands. One from country preferred.—Address 'S. C.,' *Christian World* Office"—did falsely pretend to the subjects of Her Majesty the Queen that he, the said George Silverlock, then required a housekeeper for a branch business establishment in the Midlands, by means of which such said last mentioned false pretence the said George Silverlock did then unlawfully obtain from the said Rosa Alice Coates a certain valuable security—to wit, an order for the payment of money, commonly called a banker's cheque, and of the value of five pounds—with intent to defraud.'

Before the prisoner pleaded his counsel applied to have the second count quashed, on the ground that it was not stated that the false pretence was made to any definite person, upon the authority of *Regina* v. *Sowerby*, 63 Law J. Rep. M. C. 136; L. R. (1894) 2 Q. B. 173. The prosecution contended that in the offence of false pretences by advertisement no specific person could be named, and they relied on *Regina* v. *Cooper*, 43 Law J. Rep. M. C. 89; L. R. 1 Q. B. 19, and *Regina* v. *Sargent*, 39 J. P. 760.

The objection was overruled, subject to the opinion of this Court.

The prisoner's counsel further objected that the solicitor for the prosecution was not an expert in handwriting, and could not give evidence as to his opinion upon the prisoner's handwriting, and he relied on the case of *Regina* v. *Harvey*, 11 Cox, 546.

The objection was overruled on the ground that the objection went to the weight, and not to the admissibility, of the evidence, the solicitor having stated that since 1884 he had given considerable attention and study to handwriting, and that he had on several occasions professionally compared evidence of handwriting.

The jury convicted the prisoner.

The Court held that the second count was good. It sufficiently appeared from the count that it was an advertisement addressed to all to whose knowledge it came, and that a particular person seeing or hearing of the advertisement, acted upon it, and went to the person from whom it proceeded, and on the faith of it parted with money, and it, therefore, became a particular state-

ment. As to the admissibility of the solicitor's evidence, he was skilled, and his opinion upon a question of handwriting could not be excluded because he had not gained that skill in the way of his profession.

Conviction affirmed.

THE LONG VACATION.

Is the Long Vacation which has just begun to be the last which lawyers will enjoy? That question, often mooted before, must have been put of late more seriously than it ever was. A few years ago the notion of abridging the Long Vacation would have appeared to most lawyers the mad whim of professional Anarchists. On this point, however, ideas have changed much. More than once at recent provincial meetings of the Incorporated Law Society solicitors have recorded their opinion that the Long Vacation should not remain as it is; and there is no question that, if the junior Bar had to determine the matter, it would say, 'Give us a short vacation in exchange for the long.' Many things have prepared the way for a change. Silently, in virtue of no express rules, but in obedience to an opinion steadily hardening, the Long Vacation has become much less of a reality than it once was. The notice as to vacation business of this year states, as usual, that 'no case will be placed on the judge's list unless leave has previously been obtained, or a certificate of counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.' Judges have been known to show, under cover of this provision, much more skill in shunting cases than in deciding them. But of late the tendency has, on the whole, been the reverse; and it is now much more difficult than it was to use the vacation for sinister ends. The offices of the Courts remain open, and business goes on in them at not much slower pace than in other seasons of the year. Writs are issued, judgments signed, *fi. fas.* go forth, and debtors are sold up, in August and September very much as in November and December. The new spirit abroad is expressed in the rules which the President of the Probate Division has sanctioned extending the hours of business at the Probate Registry. Many suggestions as to the future of the Long Vacation are in the air; and one thing is clear as to them. It will not do to say that one or two wheels of the machinery of

justice are to revolve while the others are to stand still. If the Long Vacation is to be abolished or curtailed, it must be so for all purposes and for all functionaries from the highest to the lowest. It would be useless—the public would justly think the last state worse than the first—to take measures for preparing cases for trial during the Long Vacation if no one tried them. A set of new rules which permitted the delivery of pleadings in the Long Vacation—to name one favorite suggestion—would solve nothing and satisfy no one.—*London Times.*

THE LAW OF LARCENY.

The Chancellor's bill to amend the law of larceny, which has passed through committee in the House of Lords, is intended to make a small but very necessary change in the law. As between the counties of England larceny has always been held as ambulatory—*i. e.* the thief can be tried in any county through which he has taken the stolen property—but larceny in Scotland or Ireland was not cognisable at common law in England, nor was it an offence to receive in England goods stolen in Scotland or Ireland. This defect was removed as to the United Kingdom by legislation now embodied in section 95 of the Larceny Act, 1861; but as between British possessions or foreign States and the mother country there is no criminal remedy for receiving in the latter goods stolen in the former. This was established as to British possessions by *Regina* v. *De Breuil*, 11 Cox Cr. Cas. 207, a charge of receiving in England goods stolen in one of the Channel Islands; and as to foreign States by *Regina* v. *Carr*, 15 Cox Cr. Cas. 131, a charge of receiving property stolen from a mail steamer lying at Rotterdam. The difficulty in the latter instance was ultimately overcome by the leading case of *Regina* v. *Carr and Wilson*, 52 Law J. Rep. M. C. 12; L. R. 10 Q. B. Div. 76, in which it was established that the larceny was committed within the Admiralty jurisdiction of England. Attention was further drawn to this gap in the law by the case of *Ex parte Otto*, L. R. (1894) 1 Q. B. 420, where a difficulty arose with respect to goods stolen in France, and transferred in England to a man who would probably have been indicted as a receiver had the theft been in England, but who resisted the return of the property to France on the ground of an indefeasible English title. The proposed change of the law is of the most salutary

character, and will, if effected, make England less of an asylum for burglars and bond stealers than it at present is; but it is somewhat of a pity that an Act extending to the whole empire cannot be passed to deal with a number of offences for which colonies cannot legislate so as to destroy the technical defences now available to offenders or their accomplices.—*Law Journal.*

GENERAL NOTES.

THE GRAND JURY.—The *Pall Mall Gazette*, referring to the grand jury system, says:—"The original institution of the grand jury is lost in antiquity. The process of electing it in the time of Richard I. was, according to Blackstone (after Hoveden), as follows: Four knights were to be taken from the county at large, who chose two more out of every hundred, which two associated to themselves ten other principal freemen, and those twelve were to answer concerning all particulars relating to their own district (that is, hundreds or wapentakes). 'It has been shown,' says Mr. Forsyth (in his 'History of Trial by Jury"), 'that these jurors were the representatives of and substitutes for the *fama patriæ* or public rumor by which in all times when a man was assailed he was said to be *male creditus*. . . . For some time there appears to have been no difference between this accusing jury and the trying jury, nor can the exact period be determined when they became separate and distinct. Most probably, however, this happened when the ordeal fell into desuetude and was no longer resorted to as a means of testing the truth of the accusation.' With this account of the origin of the grand jury Sir James Fitzjames Stephen ('History of the Criminal Law,' c. viii.) agrees."

TRADE-MARKS IN GERMANY.—In a letter to the *Times*, Mr. Reginald W. Barker says:—"It may interest your readers to know that a new German trade-mark law comes into operation on October 1 next. According to the present law, British marks are registered at Leipsic, but under the new law all previously recorded marks must be entered on the Imperial register at Berlin. The sooner this is done the better, as the first applicant secures priority, and marks previously registered at Leipsic, unless re-registered, will be disregarded by the Berlin officials when dealing with new applications. Owners of trade-marks entered on the Imperial register will be officially informed of

any applications for similar marks for the same goods. Infringers of registered marks will be liable to fine and imprisonment, and also to pay an indemnity to the registered proprietor."

How to Avoid Jury Service.—James Payn tells of a friend of his who had avoided jury duty for some time by the assistance of a Government official in acknowledgment of a certain douceur, but he got tired of paying an annuity, and wanted it to be done with for good and for all. "For £10," said the official, "I will guarantee that you shall never be troubled again," and the money was paid. When the day came for his attendance at the court, John Jones, let us call him, could not resist the temptation of seeing how his money had been invested. He described the sensation of hearing "John Jones" called out as rather peculiar; it was called out a second time, and he could hardly resist answering to his name; when it was called out a third time, he felt quite upset, and much more so at what took place in consequence. A person in deep mourning, and with a voice broken with emotion, exclaimed, "John Jones is dead, my lord." And his lordship, with a little reflected melancholy in his tone, observed, "Poor fellow; scratch his name out."—*Green Bag.*

His Information and Belief.—The following affidavit was filed in the Court of Common Pleas in Dublin in 1822:—"And this deponent further saith, that on arriving at the house of the said defendant, situate in the county of Galway aforesaid, for the purpose of personally serving him with the said writ, he, the said deponent, knocked three several times at the outer, commonly called the hall, door, but could not obtain admittance; whereupon this deponent was proceeding to knock a fourth time, when a man, to this deponent unknown, holding in his hands a musket or blunderbuss, loaded with balls or slugs, as this deponent has since heard and verily believes, appeared at one of the upper windows of the said house, and presenting said musket or blunderbuss at this deponent, threatened 'that if said deponent did not instantly retire, he would send his (the deponent's soul to hell,' which this deponent verily believes he would have done, had not this deponent precipitately escaped."