The Legal News.

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The *Canada Gazette* contains a notice respecting a prize competition to be held in celebration of the fourth centenary of the discovery of America. The essays are not to exceed two volumes of 500 pages each, and may be written in Spanish, Portuguese, English, French, German or Italian. The subject to be treated of is "the vast significance of this discovery of Columbus, the centenary of which it is proposed to celebrate, without in the least detracting from the deeds of Bartolomé Dias, Cortes, Pizarro, and others, bringing into due notice the civilizing power Portugal has brought to bear, and the crowning act of Spain when she for the first time braved the unknown Atlantic and circumnavigated the globe." One prize of £1200, and a second of £600 will be awarded, together with five hundred copies of the book; the authors also to preserve full rights over their works.

A writer in the *Fortnightly Review*, describing Russian characteristics, comments upon the awe of the authorities which is usually uppermost in the minds of the people. He translates from a Russian newspaper part of the evidence taken in an inquiry into the circumstances attending the suicide of a peasant who, when suffering from hunger, hanged himself. Some of his friends discovered him a second or two after he had tied the knot, but refrained from cutting him down. "Now he is stark and cold," one witness remarked, "but when we first came up and saw him hanging, he was warm enough; and he dangled his legs about a good deal. There was plenty of life in him then, and for a good while after too. It's gone now." *Q.* "Why did you not cut him down at once?" *A.* "Cut him down, is it? Well, at first we were going to do it. But then we said, 'Best let him take the road he chose for himself; for if we cut him down and save him, we shall have to answer to the authorities.' So we let him hang there. And he's as cold as a stone now."

At the last annual meeting of the Victoria Institute of London, a paper was read describing the recent discovery of Assyrian archives 3,500 years old in the palace of Amenophis III. These venerable chronicles, according to Prof. Sayce, show that in the fifteenth century before our era—a century before the Exodus—"active literary intercourse was going on throughout the civilized world of western Asia, between Babylon and Egypt, and the smaller states of Palestine, of Syria, of Mesopotamia, and even of eastern Kappadokia. And this intercourse was carried on by means of the Babylonian language, and the complicated Babylonian script. This implies that, all over the civilized East, there were libraries and schools where the Babylonian language and literature were taught and learned. Babylonian appeared to have been as much the language of diplomacy and cultivated society as French has become in modern times, with the difference that, whereas it does not take long to learn to read French, the cuneiform syllabary required years of hard labour and attention before it could be acquired. . . . Kirjath-Sepher, or 'Book-town,' must have been the seat of a famous library, consisting mainly, if not altogether, as the Tel el-Amarna tablets inform us, of clay tablets inscribed with cuneiform characters. As the city also bore the name of Debir, or 'Sanctuary,' we may conclude that the tablets were stored in its chief temple, like the libraries of Assyria and Babylonia. It may be that they are still lying under the soil, awaiting the day when the spade of the excavator shall restore them to the light." The Lord Chancellor, who was present at the meeting, said that there was nothing more interesting in the literary history of mankind than such discoveries as those alluded to in the address, which he considered a perfect mine of wealth.

APPOINTMENTS.

Mr. William Graham, Q.C., of Halifax, has been appointed Judge of the Supreme Court of Nova Scotia, *vice* Hon. Alex. James deceased.

Mr. Theophilus W. Ellis, of Windsor, Ont.

has been appointed deputy judge of the County Court of the County of Essex.

Mr. Montague William Tirwhitt Drake, Q.C., of Victoria, British Columbia, has been appointed a Puisné Judge of the Supreme Court of the Province of British Columbia, *vice* the Honourable John Hamilton Gray, deceased.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

LONDON, July 27, 1889.

Present:— LORD WATSON, LORD HOBHOUSE, LORD MACNAGHTEN, SIR BARNES PEACOCK, SIR RICHARD COUCH.

SENÉCAL, appellant, & PAUZÉ, respondent.

Pledge—Art. 1975, *C.C.—Agreement for sale—Not accepted until after insolvency of promissor—Debentures—Value.*

HELD:—1. *In order to have the benefit of Art.* 1975 *C.C.,—which provides that "if an-"other debt be contracted after the pledging "of the thing and become due before that "for which the pledge was given, the creditor "is not obliged to restore the thing until "both debts are paid,"—the creditor must plead this defence specially.*

2. *If the creditor at the time he is sued for the restitution of the thing pledged, has already parted with it, or treated it as his own property and shown that he has no intention of restoring it, he is not entitled to the benefit of the defence under the above mentioned article.*

Several persons having claims against a railway company executed an agreement to deliver to one G. the debentures of the company held by them, on payment of the respective amounts shown opposite their respective names. It was proved that this agreement was executed at G.'s request, but it was not accepted nor acted upon by G. until after the insolvency and death of P., one of the signatories.

HELD:—3. *That this document was not to be regarded as an unilateral agreement binding the signatories for an indefinite time to sell their debts to G. at a certain price; but rather as an arrangement for the purpose of defining their respective claims against the company; and it was not competent for G. to treat the document as an agreement for sale of which he might avail himself whenever he chose.*

4. *In any case an acceptance of the agreement by G. and a transfer of his rights thereunder to a third person, after the insolvency and death of P., one of the signatories, could not bind P.'s estate.*

5. *Where debentures were deposited with a creditor as security for a specific debt due to him by the depositor, and the debt is tendered to the creditor, the latter is obliged, in default of restoring the thing pledged, to pay the value of the debentures at the time the restitution is demanded; and, where no proof is made to the contrary, this will be assumed to be their nominal or par value.*

The appeal was from a judgment of the Court of Queen's Bench, Montreal, reversing a judgment of the Court of Review, and restoring the judgment of the Superior Court. See 7 Leg. News, 30; M.L.R., 1 S.C. 467.

The judgment of their lordships was delivered by

LORD MACNAGHTEN:—

In this case their lordships are of opinion that the judgment of the Court of Queen's Bench ought to be affirmed.

It appears that, on the 31st of January, 1880, one Pangman deposited with Senécal 54 debentures of the Laurentian Railway Company, of the nominal value of $500 each, as collateral security for the payment of two promissory notes of the same date of $1,000 each, payable the one 10 months and the other 12 months after date.

On the 11th of November, 1880, Pangman died insolvent. His heirs renounced the succession, and the respondent Pauzé, one of his creditors, was duly appointed curator to his vacant estate.

On the 6th of April, 1882, Pauzé tendered to Senécal the sum of $2,152, the amount then due in respect of the two promissory notes, and demanded a return of the debentures.

Senécal refused to comply with this demand; Pauzé then brought the present action to recover the debentures, repeating his tender.

The Superior Court (Papineau, J.) gave

judgment for the plaintiff, and ordered Senécal to restore the debentures, or in default to account for their par value. This judgment was however reversed by the Court of Review on the ground that the tender was insufficient. On appeal, the Court of Queen's Bench, Monk and Tessier, JJ., dissenting, set aside the judgment of the Court of Review, and restored the judgment of the Superior Court, with some variations of no great importance. From this decision Senécal appealed to Her Majesty in Council, and on Senécal's death in October, 1887, his widow was substituted as appellant in his place.

On behalf of the appellant it was argued that the judgment under appeal ought to be reversed and the action dismissed on two grounds.

In the first place, it was contended that the tender was insufficient, and that, consequently, the action could not be maintained.

In dealing with this point Dorion, C. J., observes that this defence was not pleaded, and that the Court of Review decided a question which was not in issue. In these observations their lordships concur.

The learned counsel for the appellant relied upon Article 1975 of the Civil Code of Lower Canada, which provides in reference to a thing pledged as security for a specific debt, that "If another debt be contracted "after the pledging of the thing, and become "due before that for which the pledge was "given, the creditor is not obliged to restore "the thing until both debts are paid." In connection with this Article they pointed out that it was established in evidence, and not, in fact, disputed, that other debts had been contracted and did become due during the currency of the promissory notes, and they argued that it was incumbent on Pauzé to tender a sum sufficient to cover the amount of this indebtedness, as well as the principal and interest secured by the promissory notes. In this view their lordships cannot agree. As the learned Chief Justice observes, Pauzé complied strictly with the terms of the contract of deposit by tendering the amount due in respect of the promissory notes. Senécal, no doubt, might have claimed to hold the debentures until both debts were paid if he had been prepared to restore the debentures. It appears, however, that he had either parted with them already or was fully resolved at the time to treat them as his own property; he had no intention of restoring them in any event. In these circumstances, though he alleged that other sums were due to him from Pangman's estate, he did not set up by way of defence the right which Article 1975 gives to the holder of a pledge. Obviously he could not have done so honestly.

The first ground of appeal therefore fails.

In the next place it was contended that Pangman had come under a contract to sell 48 of these debentures for $1,400 to one Greene, who was engineer-in-chief of the Laurentian Railway during its construction; that Greene had transferred his rights to Senécal for valuable consideration; and that Senécal was consequently entitled to hold all but six as his own, giving credit for their stipulated price. The balance of Senécal's claims on Pangman's estate might be set off against the remaining six debentures.

The facts upon which this contention was founded are as follows:

The Laurentian Railway Company was incorporated by Act 36 Vict., cap. 44, of the Legislature of Quebec, for the purpose of constructing a railway about 15 miles long in the Province of Quebec. The Company was authorized to issue debentures, hypothecating its property and revenue to the extent of $300,000. In 1876, Pangman being then President and one Bellefeuille being Secretary of the Company, debentures to that amount were issued in order to provide funds for the construction of the railway. The debentures were secured by a trust deed, which gave the holder or holders of debentures to the value of $50,000 the right to set the trustee in motion in case of default on the part of the Company.

In 1878 the line seems to have been completed and in working order, but the receipts were certainly not more than sufficient to pay the working expenses, and the credit of the Company was at a very low ebb.

On the 13th of September, 1878, the following document was signed by Pangman and

the other persons whose names are subscribed to it:—

"We, the undersigned, hereby agree to accept from N. H. Greene the amount set opposite our respective names, in full payment for all salaries and services in connection with the Laurentian Railway; we agree to deliver to said Greene all Laurentian Railway debentures received from said Company, and transfer all shares of stock in said Company held by us, on payment of the respective amounts shewn opposite our respective names herein below:—

Names.	Am'ts of Debentures.	Am't of Cash to be paid.	Signature.
	$	$	
J. H. Pangman....	24,000	1,400	J. H. Pangman.
Hon. J. A. Chapleau	20,000	1,400	J. A. Chapleau.
P. S. Murphy.....	16,000	1,600	P. S. Murphy.
E. L. de Bellefeuille	26,000	1,000	E. L. de Bellefeuille
N. H. Greene.....	—	—	—

"In the above arrangement I waive my claim for all other debentures that may be due me, as well as any claim for travelling expenses or otherwise and do hereby transfer the same to Mr. N. H. Greene, without, however, any guarantee as to amount or legality of my aforesaid claim.

"P. S. MURPHY,
"13th Sept. 1878.

"Montreal, 13th Sept. 1878."

At the trial Senécal's counsel resisted, and resisted successfully, every attempt that was made on the part of the plaintiff to explain the circumstances under which this document was executed, and the purpose for which it was placed in Greene's hands.

It does not appear that Greene took any action upon the document until March, 1882.

On the 13th March, 1882, a conditional agreement was made between the Laurentian Railway Company, of which Senécal was then President, and the Canadian Pacific Railway Company, for the purchase by the latter of the Laurentian Railway, in consideration of the Canadian Pacific Company redeeming the $300,000 debentures of the Laurentian Railway Company.

About this time Greene seems to have called upon Murphy and Bellefeuille, two of the persons who subscribed the document of September, 1878, to transfer their debentures for the sums therein mentioned. They both refused to do so, and no proceedings were taken to enforce the claim. About the same time Greene wrote upon the document an acceptance in the following terms, "I accept "the above agreement, N. H. Greene," and upon the 10th of April, 1882, by a memorandum on the document, he purported to assign for value his rights under it to Senécal.

The conditional agreement for the purchase of the Laurentian Railway was confirmed by the Act 45 Vict., c. 19, which received the Royal assent on the 12th May, 1882.

Treating the document of September, 1878, as an offer by Pangman to sell $24,000 debentures of the Laurentian Railway Company to Greene for $1,400, Dorion, C. J., observes that the acceptance by Greene was written long after Pangman's death, and never notified to Pangman, but only to the curator of his estate, after the institution of this action. His conclusion was that no contract binding the estate could then be formed, first, because Pangman was dead, and secondly, because his estate was insolvent.

The learned counsel for the appellant argued that no formal acceptance by Greene was required, because the agreement was proved to have been executed at his request. They contended that so long as the debentures, the subject of the agreement between Pangman and Greene, were in the possession of Pangman or his legal representatives, it was open to Greene or his assignee, at any time however remote, to enforce specific performance of the agreement, though admittedly at best a unilateral contract, and differing from a "simple pollicitation" merely by reason of its having been executed at Greene's instance.

Upon this point their Lordships do not think it necessary to express any opinion, beyond saying that the passages from modern French writers cited by the learned counsel for the appellant — passages which are certainly not easy of application or altogether free from perplexity—have not convinced them that there is any error or oversight in the conclusion of the learned Chief Justice, who prefaces his opinion by observing that "the law applicable to the facts established

"in the case does not admit of any con-
"troversy."

Their lordships, however, are disposed to take a somewhat different view of the document in question.

Having regard to the condition of the Laurentian Railway Company at the time, the position of the persons who signed the document, the nature of their claims, and the terms of the document itself, and not perhaps quite overlooking the anxiety displayed by Senécal at the trial to exclude everything which could throw light upon the circumstances under which it was executed, their lordships cannot resist the conclusion that the document of September, 1878, is not to be regarded as an unilateral agreement binding the signatories for an indefinite time to sell their debentures to Greene at a certain price, but that it was an arrangement made between persons having a common interest in the Laurentian Railway Company for the purpose of defining and limiting their respective claims against the Company, and that it was placed in Greene's hands in order to facilitate some financial operation in regard to the railway which was then on foot or in the immediate contemplation of the parties, and intended for their common benefit.

If this be the true view, it appears to their lordships that it was not competent for Greene to make use of the document contrary to the real intention of the parties, and to treat it as an agreement for sale of which he might avail himself for his own benefit whenever he chose. The second ground of appeal therefore fails also.

It is contended, lastly, by the learned counsel for the appellant that the judgment under appeal is wrong in treating the debentures as worth their par nominal value.

It was said that the respondent himself in these very proceedings originally estimated them at 50 per cent. of their nominal value, and that before the sale to the Canadian Pacific Company they were certainly not worth so much. All this is very true. But the question is, not what they were worth then but what would be their value now. There seems to be no reason why they should be taken at less than their nominal value.

It is by no means clear that Senécal did not get their nominal value from the Canadian Pacific Railway Company. He was examined at the trial. He said he sold Pangman's debentures, either to the Laurentian Railway Company or to the Canadian Pacific; he could not remember which. When the sale was made, and what he got for them, he professed to be unable to state. He was asked in so many words whether he sold them for their nominal value. He did not answer in the negative. All he would say was, "I cannot tell for what price I sold "them; I cannot say what I got for them. "It was mixed up with other transactions."

Besides, if these debentures were now forthcoming they would either be a first charge on the undertaking of the Laurentian Railway or not. In the one case it is obvious that the Canadian Pacific Company would pay the par nominal value rather than submit to a sale of a property which their own Manager says it was necessary for them to buy in connection with their main line. On the other hand, if the effect of the Act 45 Vict., cap. 19, is that the charge on the railway is displaced, the rights of unpaid debenture holders against the Laurentian Railway Company, for what they might be worth, would still remain. There is no reason for assuming that the Laurentian Railway Company would expose themselves to legal proceedings rather than call on the Canadian Pacific Company to carry out the terms of their bargain with them and redeem their outstanding debentures.

In the result their Lordships are of opinion that the appeal fails on every ground.

They will, therefore, humbly advise Her Majesty that the appeal ought to be dismissed. The appellant will pay the costs of the appeal.

Appeal dismissed.

Sir Horace Davey, Q.C., Alexandre Lacoste, Q.C. (of the Canadian bar), and *MacLeod Fullarton*, for the appellant.

H. M. Bompas, Q. C., Francis H. Jeune, Alexandre Bonin (of the Canadian bar), for the respondent.

ALCOHOLIC TRANCE IN CRIMINAL CASES.

[Continued from page 327.]

The third case, that of C., was a man of wealth and character who forged a large note, drew the money and went to a distant city on a visit. He was tried and sentenced to state prison. The defence was, no memory or consciousness of the act by reason of excessive use of alcohol. This was treated with ridicule. Although he had drank to excess at the time of and before the crime, he seemed rational and acted in no way as if he did not understand what he was doing. Both his parents were neurotics, and he began to drink in early life, and for years was a moderate drinker. He was a successful manufacturer, and only drank to excess at times for the past five years. He complained of no memory during these drink paroxysms, and questioned business transactions and bargains he made at this time. On one occasion he went to New York and made foolish purchases which he could not recall. On several occasions he discharged valuable workmen, and when he became sober took them back, unable to account for such acts. These and other very strange acts continued to increase with every drink excess. At such times he was reticent and seemed to be sensible and conscious, and did these strange acts in a sudden, impulsive way. The forged note was offered boldly, and no effort was made to conceal his presence or destination. When arrested he was alarmed and could not believe that he had done so foolish an act. This was a clear case of alcoholic trance, in which all the facts sustained his assertion of no conscious memory of the crime. In these three cases the correctness of the prisoner's assertion of no memory was verified by all the facts and circumstances of the crime. The mere statement of a person accused of crime, that he had no memory of the act, should lead to a careful examination and be only accepted as a fact when it is supported by other evidence.

The following case illustrates the difficulty of supporting a prisoner's statement of no memory when it is used for purposes of deception :

Case E. An inebriate killed a man in a fight, and was sentenced to prison for life. He claimed no memory or recollection of the act. I found that when drinking he seemed conscious of all his surroundings, and was always anxious to conceal his real condition, and if anything had happened while in this state he was very active to repair and hush it up. He was at times quite delirious when under the influence of spirits, but would stop at once if any one came along that he respected. He would, after acting wildly, seem to grow sober at once, and do everything to restore the disorder he had created. The crime was an accident, and at once he attempted concealment, ran away, changed his clothing, and tried to disguise his identity ; when arrested, claimed no memory or consciousness of the act. This claim was clearly not true, and contradicted by the facts.

In a recent case F. shot his partner in business while both were intoxicated, and displayed great cunning to conceal the crime and person; then, after elaborate preparations, went away. He made the same claim of defence, which was unsupported by any other evidence or facts in his previous life. He was executed. Of course it is possible for the trance state to come on suddenly, and crime be committed at this time ; still, so far, all the cases studied show that this condition existed before, and was the product of a growth beginning in brief blanks of a few moments and extending to hours and days duration. Unless the facts indicated the trance state before the crime was committed, it would be difficult to establish this condition for the first time, followed and associated with the crime.

I think in most of these cases, where this defence is set up, there will be found certain groups of cases that have common physical conditions of degeneration. These groups of cases I have divided from a clinical standpoint, the value of which will be more as an outline for future studies.

Probably the largest number of criminal inebriates who claim loss of memory as a defence for their acts are the alcoholic dements. This class are the chronic inebriates of long duration ; persons who have naturally physical and mental defects, and who have used spirits to excess for years. This,

with bad training in early life, bad surroundings, and bad nutrition, have made them of necessity unsound, and liable to have many and complex brain defects. Such persons are always more or less without consciousness or realization of their acts. They act automatically only, governed by the lowest and most transient impulses. Crimes of all kinds are generally accidents growing out of the surroundings, without premeditation or plan. They are incapable of sane reasoning or appreciation of the results of their conduct. The crime is unreasoning, and general indifference marks all their acts afterwards. The crime is always along lines of previous conduct, and never strange or unusual. The claim of no memory in such cases has always a reasonable basis of truth in the physical conditions of the person. Mania is very rarely present, but delusions and morbid impulses of a melancholic type always exist. The mind, like the body, is exhausted, depressed, and acts along lines of least resistance.

The second group of criminals who claim no memory are those where the crime is unusual, extraordinary, and unforeseen. Persons who are inebriates suddenly commit murder, steal, or do some criminal act that is foreign to all previous conduct. In such cases the trance condition may have been present for some time before and escaped any special notice, except the mere statement of the person that he could not recollect his acts. The unusual nature of the crime, committed by persons who never before by act or thought gave any indication of it, is always a factor sustaining the claim of no memory. The explosive, unreasoning character of crime always points to mental unsoundness and incapacity of control.

A third group of criminals urge this statement of no memory, who, unlike the first group, are not imbeciles. generally. They are positive inebriates, drinking to excess, but not to stupor, who suddenly commit crime with the most idiotic coolness and indifference, never manifesting the slightest appreciation of the act as wrong, or likely to be followed by punishment. Crime committed by this class is never concealed, and the criminal's after conduct and appearance gives no intimation that he is aware of what he has done. These cases have been termed moral paralytics, and the claim of the trance state may be very likely true.

A fourth group of cases where memory is claimed to be absent occurs in dipsomaniacs and periodical inebriates, who have distinct free intervals of sobriety. This class begin to drink to great excess at once, then drink less for a day or more, and begin as violently as ever again. In this short interval of moderate drinking some crime is committed of which they claim not to have any recollection.

Other cases have been noted where a condition of mental irritation or depression preceded the drink explosion, and the crime was committed during this premonitory period and before they drank to excess. The strong probability of trance at this period is sustained by the epileptic character of such conduct afterwards. The trance state may be justly termed a species of *aura*, or brain paralysis, which precedes the explosion.

In some instances, before the drink storm comes on, the person's mind would be filled with the most intense suspicions, fears, delusions, and exhibit a degree of irritation and perturbation unusual and unaccountable. Intense excitement or depression, from no apparent cause, prevails, and during this period some crime may be committed; then comes the drink paroxysm, and later all the past is a blank. Trance is very likely to be present at this time.

In these groups the crime is generally automatic, or committed in a manner different from other similar crimes. Some governing centre has suspended, and all sorts of impulses may merge into acts any moment. The consciousness of acts and their consequences are broken up. The strong probability is that these trance blanks begin in short periods of unconsciousness, which lengthen with the degeneration and mental feebleness of the person. The obscurity of these conditions, and the incapacity of the victims to realize their import, also the absence of any special study, greatly increases the difficulty. It will be evident from inquiry that trance states among inebriates are common, but seldom attract at-

tention, unless they come into legal notice. The practical question to be determined in a given case in court is the actual mental condition of the prisoner, who claims to have no recollection of the crime. This is a class of evidence that must be determined by circumstantial and collateral facts, which require scientific expertness to gather and group. The court can decide from the general facts of the crime and the prisoner whether his claim of no memory may possibly be true, and order an expert examination to ascertain the facts. This should be done in all cases where the prisoner is without means, in the same way that a lunacy commission is appointed to decide upon the insanity. The result of this expert study may show a large preponderance of evidence sustaining the claim of no memory, or the opposite. If the former, the measure of the responsibility must be modified, and the degree of punishment changed. While such cases are practically insane at the time, and incapable of realizing or controlling their acts, they should be kept under legal and medical surveillance for a lifetime, if necessary. Such men are dangerous, and should be carefully watched and deprived of their liberty for a length of time depending on recovery and capacity to act rationally and normally. They are dangerous diseased men, and, like victims of contagious disease, must be housed and treated.

The future of such cases depends on the removal of the causes which made them what they are. The possibility of permanent restoration is very promising in most cases. How far alcoholic trance exists in criminal cases is unknown, but the time has come when such a claim by criminals cannot be ignored, and must be the subject of serious inquiry. Such a claim cannot be treated as a mere subterfuge to avoid punishment, but should receive the same attention that a claim of insanity or self-defence would. This is only an outline view of a very wide and and most practical field of medico-legal research, largely unknown, which can be seen in every court room of the land. These cases appeal to us for help and recognition, and the highest dictates of humanity and justice demand of us an accurate study and comprehension of their nature and character.

The following summary of the leading facts in this trance condition will be a standpoint for other and more minute investigations :—

1st. The trance state in inebriety is a distinct brain condition, that exists beyond all question or doubt.

2d. This brain state is one in which all memory and consciousness of acts or words are suspended, the person going about automatically, giving little or no evidence of his real condition.

3d. The higher brain centres controlling consciousness are suspended, as in the somnambulistic or hypnotic state. The duration of this state may be from a few moments to several days, and the person at this time may appear conscious and act naturally, and along the line of his ordinary life.

4th. During this trance period crime against person or property may be committed without any motive or apparent plan, usually unforeseen and unexpected. When accurately studied such a crime will lack in the details and methods of execution, and also show want of consciousness of the nature and results of such acts.

5th. When this condition passes away the acts and conduct of the person show that he did not remember what he had done before. Hence his denial of all recollection of past events, and his changed manner confirm or deny his statements.

6th. When such cases come under judicial inquiry the statement of the prisoner requires a scientific study before it can be accepted as a probable fact. It cannot be simulated, but is susceptible of proof beyond the comprehension of the prisoner.

7th. In such a state crime and criminal impulses are the result of unknown and unforeseen influences, and the person in this condition is dangerous and an irresponsible madman.

8th. This condition should be fully recognized by court and jury, and the measure of responsibility and punishment suited to each case. They should not be punished as criminals, nor should they be liberated as sane men. They should be housed and confined in hospitals.