The Legal News.

VOL. XI. OCTOBER 13, 1888. No. 41.

In addressing the Grand Jury, at Sherbrooke, Mr. Justice Brooks very properly referred to the extraordinary case of Donald Morrison, charged with murder, but not arrested. His Honour said: "There is another case to be brought to your attention, and it is a case so well known through the whole country, that it is impossible for me not to allude to it. It has resulted very possibly from a custom which has been imported from another country, the custom of carrying deadly weapons. The revolver is a weapon which is, even in the hands of innocence, often harmful, and how much more so when in the hands of a person intent on using it against his fellow creatures. The case to which I refer, and the charge which you have to consider, is a charge of murder against a person for having killed, within the limits of this district, an officer who was charged with his arrest. He was also charged with two most serious offences of arson. Warrants were issued against him for those offences, he defied the law, and he now stands charged with the higher crime of murder. That man is reported, and I believe truthfully from the best information, to be still at large and within the limits of this district, aided and secreted by certain parties who are presumably favorable to him, and sympathizers with him; he is at large defying the law of the land, which we were brought up to believe should be obeyed; and whatever may have been the guilt or innocence of the party, it is certainly not agreeable that this party should be at large, defying the law of the land. The other cases, I think you will not have much difficulty with, but there again, gentlemen, I am afraid that there is danger of a failure of justice. One of these parties is not, so far, to be brought before you. Whether he be still in this country or not, he is still at large, and I am not aware what means have been taken to secure his arrest, but, as in the other case, the whole power of the Government ought to be used so as to bring the offenders to trial." An incredible report is now current, that Morrison is about to surrender himself to justice through the intervention of a friend, who will receive the reward offered for his apprehension, and apply the amount to paying the costs of his defence.

Referring to the sudden death of Sir John Rose, the *Lancet* has some remarks of interest to those who are planning vacation trips: "Every year the vacation season claims its quota of victims. Many who have become somewhat enfeebled by long confinement and close attention to the calls of sedentary occupations, rush away for a short holiday, and endeavor by systematic over-exertion to make up for the inactivity of the past months. Every year brings its sad warnings of this folly in a record of fatalities, while the experience of most practitioners shows yet more clearly that the overstrain is followed by prolonged illness. The circulatory and respiratory systems work hand in hand, and rebel against any sudden disturbance of their ordinary routine. The danger is always greatest when, in the presence of any cardiac weakness, the exertion demands an arrest of respiration. In moments of intense nervous excitement, the breathing is frequently unconsciously stopped, and the strain upon an enfeebled heart then becomes very severe. The sad death of Sir John Rose appears to have resulted from this cause; he had already fired twice at a stag, and when aiming a third time, suddenly expired. Emotional excitement necessarily produces palpitation, and the fixation of the thorax then adds to the difficulty, and at the moment when the heart is at its weakest."

The *People* v. *Sullivan* is a curious case, literally illustrating the proverb that it is an ill wind that does not blow good to somebody. The trial of Sullivan, on the 12th of March, 1888, the day of the great blizzard, was proceeding in the Court of Sessions at Fonda, and the case not being concluded on that

day, the Court was adjourned to the 13th. In the meantime the storm became so violent that it was impossible for Judge or jurors to attend Court on the 13th, and the trial was not resumed until the 14th, when it was continued without objection on the part of the prisoner, and resulted in his conviction. Subsequently his counsel moved in arrest of judgment, on the ground that there had been no legal Court of Sessions on the 14th of March. The General Term held on appeal that the Court of Sessions had lost jurisdiction by not sitting on the 13th. No case exactly in point could be found, but decisions were cited to the effect that the statutory directions must be followed or the court fails.

NEW PUBLICATION.

TRAITÉ DES SUBSTITUTIONS FIDÉI-COMMISSAIRES, contenant toutes les connaissances essentielles selon le Droit Romain et le Droit Français, avec des Notes sur l'Ordonnance de 1747: par Mr. Thévenot d'Essaule de Savigny.—Montreal: A. Periard, Publisher.

This is a Canadian edition, published by Mr. Periard, of the well-known treatise of Thevenot d'Essaule on Substitutions, which, as the author informs us in the preface, was undertaken shortly after the Ordinance of 1747, though not completed until some years later. The work also embraces notes by the Canadian editor, Mr. Justice Mathieu, giving the articles of our Civil Code on the subject treated, together with a summary of the decisions which have been rendered by our Courts on matters of substitution. The importance of the subject and the ability of the work which now appears in a modern dress, are too well-known to our readers to require further notice here. The edition is convenient in form, and well printed, and will doubtless supersede the older editions.

SUPERIOR COURT.

AYLMER, (dist. of Ottawa), Sept. 26, 1888.

Before WURTELE, J.

BLANCHETTE v. CORPORATION OF THE TOWNSHIP OF BOUCHETTE.

Summons—No return—Motion by defendant to be discharged from the suit—Art. 82 C.C.P.

HELD:—*That it is necessary to give notice of a motion for the discharge of the defendant from the suit, with costs, on the default of the plaintiff to return his writ.*

The writ was returnable on the 24th September, 1888, but was not returned; and the defendant filed a written appearance on the return day itself.

On the 26th, the defendant moved to be discharged from the suit, with costs, in consequence of the default of the plaintiff in not having returned his writ, and he produced at the same time the copies of the writ and declaration which had been served upon him.

The plaintiff's attorneys happened to be in Court, and pleaded;—1st, that the defendant was bound to pay the costs of the return before he could move to be discharged; and 2nd, that notice had not been given of the motion. The defendant's counsel contended that neither were necessary under Article 82 of the Code of Civil Procedure; and he quoted, as to notice being unnecessary, *Gagnon* v. *Sénécal, & Gouin*, 4 Rev. Leg. 537, and *Chalut* v. *Valade et al.*, 21 L. C. J. 218.

PER CURIAM.—The only condition precedent imposed by Article 82 of the Code of Civil Procedure upon the defendant to be allowed to move to be discharged from the suit, is the filing of the copy of the writ which was served upon him. Notwithstanding the ruling in *Coady* v. *Fraser*, 6 Q. L. R. 384, I am, therefore, of opinion that a defendant is not required to pay the fees on the return when he files his copy of the writ. Besides, by the tariff, the fee which it is pretended should have been paid, is payable on the return of the writ, and motions such as the one now under consideration can only be made when there is none; there being no return, the fee imposed on returns does not accrue, and surely cannot be exacted.

As to the other objection raised, I am with the plaintiff, notwithstanding the ruling in the two cases quoted by the defendant's counsel. The context of the Article does not, it is true, require or even mention the giving notice to the plaintiff of the motion asking to be discharged from the suit; but all proceed-

ings taken under this Article are subject to the general provision contained in Article 462, which requires that every written proceeding in a case must be served upon the opposite party, and otherwise is not deemed to be regularly filed. This is conclusive to my mind, and I, therefore, must hold notice to be necessary. If I was asked only to discharge the defendant, without any condemnation against the plaintiff, there might not be any grave reason for the notice; but here I am asked to condemn the plaintiff in costs, and to proceed and do so without previous notice, would be in contravention to Article 16 of the Code of Civil Procedure, which lays down the equitable and constitutional rule that no one can be condemned unless he has been heard or duly summoned. And a plaintiff might have a good reason to give why he should not be condemned in costs, as if, for instance, a settlement had been made at the last moment without the defendant's attorney having been informed of it.

Take nothing by motion.

Henry Aylen, for defendant moving.
Rochon & Champagne, for plaintiff.

SUPREME COURT OF CANADA.

Quebec.]

FORSYTH v. BURY.

Judgment in licitation—Binding on parties to it—Constitutionality of an Act of incorporation—When its validity can be questioned and by whom.

The island of Anticosti, held in joint ownership by a number of people, was sold by licitation for $101,000. The report of distribution allotted to respondent (plaintiff) $16,578.66 for his share as owner of 1-6 of the island acquired from the Island of Anticosti Company, who had previously acquired 1-6 from Dame C. Langan, widow of H. G. Forsyth.

The respondent's claim was disputed by the appellant, the daughter and legal representative of Dame C. Langan, alleging that the sale by Mrs. C. Langan through her attorney W.L. F., of said 1-6th to the Anticosti Company, was a nullity, because the Act incorporating the island of Anticosti was *ultra vires* of the Dominion Government, and that the sale by W.L.F. as attorney for his mother to himself as representing the Anticosti Company was not valid.

The Anticosti Company was one of the defendants in the action for licitation and the appellant an intervening party; no proceedings were taken by respondent prior to judgment attacking either the constitutionality of the Island of Anticosti Company's charter or the status of the plaintiff now respondent.

Held, Affirming the judgment of the Court below, Sir W. J. Ritchie, C. J. & Gwynne, J. dissenting, that as the said Dame C. Langan had herself recognised the existence of the Company, and as the appellant, the legal representative of Dame C. Langan, was a party in the suit ordering the licitation of the property, she, the appellant, could not now, on a report of distribution, raise the constitutional question as to the validity of the Act of the Dominion Parliament constituting the Company, and was estopped from claiming the right of setting aside a deed of sale for which her mother had received good and valuable consideration.

Appeal dismissed with costs. *

Kerr, Q. C., for appellant.
Laflamme, Q.C., and *David*, for respondent.

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*Application for leave to appeal to the Privy Council was refused.

EXTRADITION CASE.

SHERBROOKE, Oct. 4, 1888.

Before GEORGE E. RIOUX, Esq., [*a Judge under the Extradition Act.*]

In re CHARLES I. DEBAUN, accused of forgery.

Extradition—Forgery—"Accountable Receipt"—R. S., ch. 165, s. 29—Alteration—Confession, Admissibility of—Informalities—Evidence for defence.

HELD:—1. *A statement of account, such as is received by a bank from other banks having business connections with it, and containing an acknowledgment of the receipt of money to be accounted for, is an "accountable receipt" within the meaning of R. S., ch. 165, s. 29, and the fraudulent alteration thereof is a forgery.*

2. *A confession as to alteration of accounts made by an officer of a bank, after his connection*

therewith has terminated, to a fellow employee, no director of the bank being present, is not made to a person in authority; and where such confession is made without any inducement being held out, and after the accused was warned not to [illegible]te anything that he did not wish repeated to the directors, it is admissible in evidence.

3. *In a case of forgery it is not necessary to prove the legal existence of the bank intended to be defrauded: it is sufficient to prove generally an intent to defraud; but in this case the legal existence of the bank was sufficiently proved.*
4. *The omission, in the jurat, of the place where the depositions were taken is not material, where the place is mentioned in the heading or margin, and is otherwise certified to.*
5. *The fact that an indictment for embezzlement has been found against the accused, in the State from which he fled, does not prevent a demand being made for his surrender for forgery.*
6. *An alteration of a writing or "accountable receipt," made to prevent the discovery of a fraud previously committed, is a forgery, though no money was taken then. And so where a forgery is alleged to have been committed in a particular month, it is not necessary to prove that the money obtained was taken by the accused in that month.*
7. *In proceedings for the extradition of a fugitive, evidence to contradict that of the prosecution is not admissible. The accused is only entitled to show that the offence charged is not a crime mentioned in the treaty.*

PER JUDICEM:—The accused is before me detained under a warrant issued on a foreign warrant for the crime of forgery; also on an information received here by me for the same offence.

The crime is alleged to have been committed within the jurisdiction of the United States of America; the *corpus delicti* is what is called an *accountable receipt.*

The evidence as it now stands consists in the following facts:—Up to the middle of April last, the accused was an employee of the National Park Bank of New York, and held there the position of assistant cashier. In that situation it was customary for him to receive statements of accounts from the divers banks which had business connections with his own in acting as their correspondents. These accounts were received monthly and in the early part of the month. They contain an acknowledgment of numerous items, such as drafts, cheques and notes, which had been sent to them for collection by the Park Bank; this was the credit side of this account. They also contain a debit side composed of items returned as unpaid, protest fees, cash remittances, etc. The Farmers and Merchants National Bank of Baltimore was one of the corresponding banks; and the forgery is alleged to have been committed in connection with their statement of account for the month of March last. The transactions between the two banks appear to have been extensive, and for that month exceeded half a million of dollars. Between bankers and their employees, these monthly statements were called *accounts current*; in the information in this cause they are termed *accountable receipts*, and their alteration is claimed to be a forgery under section 29 of our Forgery Act. Section 46 is also quoted in support of the information. It is also claimed to be a forgery at common law.

The first question, then, which I have to decide is whether the alteration of such a document is forgery either under our statute or at common law. The next question will be if the evidence adduced establishes the fact that the accused was the person who made these alterations. And lastly, if there exist any reasons, caused by some irregularities in the proceedings or otherwise, which ought to prevent his being surrendered for this offence to the United States authorities.

With regard to the first question it may be proper to refer to authorities to see what is forgery. Russell on Crimes, vol. ii., p. 618, says:—"Forgery at common law is the "fraudulent making of a writing to the pre-"judice of another man's right," or "a false "making of any writing for the purpose of "fraud or deceit." "Making" means every alteration of, or addition to, a true instrument. On the following page he says: "Not "only the fabrication, but a fraudulent inser-"tion, alteration or erasure, even of a letter, "*in any material part*, of a true instrument

"whereby a new operation is given to it, will "amount to forgery." And again, on page 672, Russell says, after citing a case: "It would be a most injurious notion, and "even a reflection on the common law, to "suppose it so defective as not to provide a "remedy against offences of this nature: "and this case is considered as having now "settled the rule that *the counterfeiting of any "writing with a fraudulent intent, whereby "another may be prejudiced, is forgery at "common law.*" And again, on page 688: "It is said by Hawkins that the notion of "forgery does not seem as much to consist in "the counterfeiting of a man's hand and seal, "which may often be done innocently; but "in the endeavoring to give an appearance of "truth to a mere deceit and falsity, and "to impose that upon the world as the "act of another,..... and by the force "of such falsity to give it an operation "which in truth and justice it ought not "to have."

These same definitions can be found in all standard works on criminal law. Chitty, Criminal Law, sec. 1023, says: "Every kind "of writing seems on the doctrine of these "cases (cases cited) to be a thing in respect "of which forgery at common law may be "committed." Russell again says: "Forgery "at common law may be committed in res- "pect to any writing whatever by which "another may be defrauded. It is not essen- "tial to the offence of forgery in any case "that any one should have been injured. It "is sufficient if the instrument forged, suppos- "ing it to be genuine, might have been pre- "judicial."

In the face of these authorities I think there cannot be any doubt that the alteration of the document in question in this cause, if fraudulently done, might be forgery at common law. But would it not be forgery also under the statute? It would certainly, if considered in the light of an *accountable receipt*. Then what is an *accountable receipt?* Rapage & Lawrence in their law dictionary, give the definition of an accountable receipt is these words: "An "acknowledgment of the receipt of money "to be accounted for by the person receiv- "ing it, as opposed to an acquittance or "receipt for money paid in discharge of a "debt." Does not that definition suit exactly this instrument? This account current, so called, is nothing more nor less than an acknowledgment by the Baltimore Bank of the moneys collected and received to be accounted for by them to the Park Bank —in fact it is nothing more than a *pass book* or *bank book*. Witness Titus says so in his evidence. The Park Bank could call upon the Baltimore Bank to account for any sum of money mentioned as received by them in that account, as well as any depositor in a bank could make it account for any sum entered in his bank book to his credit. Because it has not the form and shape of a bank book, this does not prevent its having the same effect between these two banks. Now it has been held in England in several cases of forgery, that a bank book was an accountable receipt. *Vide: Reg.* v. *Moody*, reported in 2 vol. Russell's, p. 679 and 834; *Harrison's case*, 2 vol. Russell's p. 833; *Reg.* v. *Smith*, 2 vol. Russell's p. 833-4 and note; also Archbold's Crim. Evid. p. 619.

It is claimed on behalf of the accused that this statement was merely an abstract of the books of the Baltimore Bank, and was sent subject to errors and corrections. Whether a duplicate of the entries in the books of the bank or not, I do not see that this makes any difference. This account was all that the Park Bank had in their hands from the Baltimore Bank to show that monies had been received by them and should be accounted for. The same figures or sums which are entered in a depositor's bank book are also entered in the books of the bank; it is nevertheless, according to these decisions, an accountable receipt. It is said that there is no signature to this account; it is true: but are there any to the bank book of a depositor? The heading of this account reads: "Please examine and report on the amount as soon as convenient." I find nothing strange about this, when we consider the length of this statement and the numerous charges on it. This remark could not alter the purport of the document or make it any different from what it really was—an acknowledgment, by the Baltimore Bank, of a great number of collections made

for the Park Bank, and upon which an action to account could be based by one against the other, and which in itself would make *prima facie* evidence in favour of the Park Bank—in fact an accountable receipt.

I hold, then, that an indictment for forgery can be laid under our statute for fraudulently altering one of these accounts.

I now come to the second point of this case, viz., whether the evidence adduced establishes the fact that the accused is guilty of this offence.

It is proved by the witness Hubbell, and generally by others, that these statements came by mail into the general correspondence of the bank. That the letters were opened by a staff of ten or twelve clerks under the charge of the accused, in a room specially devoted to that purpose. From there the letters were taken to the correspondent's desk, where they were arranged alphabetically, and finally to the accused's desk, who made a mark in the corner of each to show for which department they were designed. These accounts current, he would keep and hand them himself to the clerk who was specially charged with comparing them with the bank's own books. This clerk, who is called the reconciling clerk, was Mr. Titus. He swears that he was in the habit of receiving these accounts from the hand of the accused; that the Baltimore Bank account was usually handed to him one of the last. Although not remembering particularly about the March account, exhibit B, he thinks it was given to him by the accused, and that it was then the same as it is now; that the balances were the same as they now appear on the account; it "reconciled" with their books. Mr. Titus made a report (exhibit G) to the Baltimore Bank, in which one or two questions are asked about some small items, but not a word concerning the balances which agreed perfectly with their books. He had received orders from the accused to hand him all these reports before being sent to be signed by him; and the report about the March account bears his signature. It was not customary to speak of the balances in these reports if they agreed with their own books. So that if an employee of the Park Bank for some purpose desired to increase the amount of indebtedness of the Baltimore Bank to his own bank, all he required to do was to change the figures in the balances to suit himself, taking care at the same time that the alteration agreed or tallied with the books of his own bank. The account, in the hands of the Park Bank, would then represent a larger fictitious asset at their credit in the Baltimore Bank, equal to the amount of the alteration. This is what the defendant is accused of having done with the March account of the Baltimore Bank.

But how did he arrive first to make the books of the Park Bank, which he did not keep himself, agree with the account? This is explained in the following reasonable manner by the evidence, outside of the confession of the accused, which I leave aside for the present. It is in evidence that the accused drew money occasionally from the teller upon a certain voucher, called "a ticket" in the bank. These tickets were furnished to him by a clerk who had specially charge of them, upon the representations of the accused that a certain draft drawn by J. A. Norris on the firm of Woodward, Baldwin & Norris for a round sum had been placed for collection in the usual course in the bank, to be forwarded to the Baltimore Bank, and charged to that bank after maturity and when the ordinary days for protest had elapsed. It is proved that drafts of that sort were put through the Park Bank collection register—one in September, 1887, for $2000, another in November for a like sum, and another in January for $3000. In all these instances, the accused had received a ticket for these divers sums and had drawn the money from the teller. These tickets after being paid were charged to the Baltimore Bank. The monthly account for November (exhibit C) of the Baltimore Bank is produced, and there, under date of November 12th, and interlined, is an entry, "W. B. & N. $2000," on the credit side. These letters and figures are proved to be in the handwriting of the accused; the balances and footings on this account are also proved to have been altered. It is evident that an alteration in one account at the end of one month by which the amount due would be

increased, would have to be continued in the next account both at the beginning and at the end, and once a false entry made, it would require to be continued in the succeeding months, taking care to add to this any further sum received during the month. In Hubbell's evidence it is said that these defalcations in the Baltimore Bank account were traced back as far as in 1882, and that the latest was in January last. In the March account there does not appear that anything was drawn from the Park Bank for that month, consequently the same difference appears in the balances at the head and at the end. In this account the balance was raised by $95,000. Figures were erased in the balance brought up from the preceding month at the head of the account on the credit side and replaced by others. The same operation was performed with regard to the balances at the foot of the account, both on the credit and debit side. A clerk of the Baltimore Bank, Marshall, who was entrusted with the preparation of these accounts, says in his evidence that when it left his hands, both the balances at the head and at the end were $95,000 less than what they now appear to be; or, in other words, $95,000 more than what the Baltimore Bank acknowledged to owe the Park Bank. Now, who could have made this alteration? It is not likely that a clerk in the Baltimore Bank would have increased purposely the liability of his own bank to the Park Bank; besides, he could hardly have had an opportunity to do so, as Marshall tells us that it was his custom, after preparing each month these statements, to put them in an envelope and address them himself; it is true that he does not remember particularly if he did this with the account in question, but he thinks he did with it as he was in the habit of doing with all of them. Moreover it is in evidence by the depositions of Hubbell, Titus and Warren, that to the best of their belief at least two of the altered figures are in the handwriting of the accused. These witnesses are employed in the Park Bank and familiar with defendant's figures specially. In addition to this evidence we have also the fact that in the next account received from Baltimore after the accused's departure from the Park Bank, the balance brought up from the preceding month as due the Park Bank was exactly $95,000 less than what the March account represented it to be, and which had been reported then correct to the Baltimore Bank under the accused's signature. If any one else than the accused either in Baltimore or New York had made the previous alterations, why did he not continue to do it after the accused's departure from the bank?

Another circumstance which points also to the accused is this: The tickets upon which money was obtained from the teller were handed afterwards to the accused, made up in bundles and laid away in the bank. A search recently was made for the January ticket upon which the accused drew $3,000, but although the bundle to which it ought to belong was found, this ticket was not in it. Who had the opportunity and the interest to remove it but the accused? In addition, we have this fact also that the accused left a good position suddenly and without any apparent cause; he secretes himself at first near home, and finally comes to Canada after word is given to one of his friends that a warrant is out for his arrest; he is a fugitive from justice. Soon after his leaving the bank a report is circulated that he is a defaulter, and even the exact amount is mentioned, to wit, $95,000, and this is said by his own relations. The officers of the bank hear of this, and they are at a loss to know how it has been done. The books are apparently all right and Mr. Hubbell, the head bookkeeper, a friend of the accused, cannot find how it was possible. He proposed to the directors to try and have an interview with the accused "merely," he says, "to ascertain the amount of the defalcation and the method of doing it." The directors and General Barlow, their legal adviser, consented that Hubbell should see the accused.

[To be continued.]

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Oct. 6.

Judicial Abandonments.

Horace A. Gagné, trader, Rivière du Loup, Oct. 2.

Curators Appointed.

Re James Bisset *et al.*—James Reid, Quebec, curator Sept. 29.

Re P. J. Callahan, grocer.—C. Desmarteau, Montreal, curator, Oct. 3.

Re J. M. Charland (Tellier, Charland & Cie.).—Kent & Turcotte, Montreal, joint curator, Oct. 1.

Re Raoul Dufresne.—Kent & Turcotte, Montreal, joint curator, Oct. 3.

Re Brodie Jamieson, manufacturer.—A. F. Riddell, Montreal, curator, Oct. 3.

Re John Jamieson (Jamieson & Co.).—W. A. Caldwell, Montreal, curator, Oct. 2.

Re Eugène Michaud, trader, Fraserville.—H. A. Bedard, Quebec, curator, Oct. 1.

Re Camille S. Milette, Richmond.—J. McD. Hains, Montreal, curator, Oct. 1.

Re Ambroise Moisan, trader, an absentee.—A. Morin, Iberville, curator, Sept. 24.

Re Miriam F. Pincus (M. F. Kutner).—Kent & Turcotte, Montreal, joint curator, Oct. 3.

Re Phileas Sicard.—Kent & Turcotte, Montreal, joint curator, Oct. 3.

Dividends.

Re Picard & Pineau, traders, Fraserville.—First and final dividend, payable Oct. 20, H. A. Bedard, Quebec, curator.

Separation as to property.

C. Provencher vs. A. Bélair, Montreal, Sept. 24.

Appointments.

Albert Bender and Pierre Raymond Martineau, advocates, Montmagny, to be joint prothonotary of the Superior Court, clerk of the Circuit Court, clerk of the Crown, and clerk of the peace for the district of Montmagny.

John Mooney, to be clerk of the Circuit Court for the county of Pontiac, at Portage du Fort, in the place of Charles J. Rimer, deceased.

Robert Scott, to be clerk of the Magistrates Court for the county of Pontiac, at Fort Coulonge, in the place of Geo. Cameron, resigned.

Fees payable by Stamps.

Notice is given that the fees payable to the clerks of Magistrates Courts will be payable by stamps in the Magistrates Court for the city of Montreal.

GENERAL NOTES.

Deeply Interested.—The following story is told of Mr. Justice Hannen. A demure, sombre-dressed jury-man in melancholy tones claimed exemption from serving, and his Lordship asked in kind and sympathetic tones, "On what ground?" "My Lord," said the applicant, "I am deeply interested in a funeral which takes place to-day, and am most anxious to follow." The reply was, "Certainly, your plea is a just one." Scarcely had the man departed before Mr. Justice Hannen learned that he was an undertaker.

Marriages by a Sham Parson.—We note with satisfaction that an Act has been passed validating the marriages celebrated by the sham parson Ellis, in Suffolk, who was recently convicted of falsely pretending to be in holy orders and celebrating marriages according to the rites of the Church of England, the letters of orders put forward by him having been proved to be spurious. Notwithstanding that the learned judge at the trial (Baron Pollock) seemed disposed to think that the marriages celebrated by him were now good, yet we venture to think, as has been maintained in these columns, that there was such a strong element of doubt as to their validity that the Government have done wisely in allaying all such doubts. It would have been intolerable to lay the burden of proving the marriages good on the parties who had contracted, and it might well have been that, if in years to come their validity had been questioned, the parties might to their shocked surprise have found that they had never been married, their children bastards, and the line of devolution of property changed. The question of the validity of such marriages still remains open, but that of the marriages celebrated by Ellis is happily no longer open to doubt. —*Law Times*, (London).

The Royal Courts of Justice.—During the long vacation, the whole of the courts of the Royal Courts of Justice will be thoroughly overhauled, with the view of ascertaining whether there are any structural defects, such as the one which caused such alarm a short time since in the Queen's Bench Court, occupied by Baron Huddleston, when one of the supporting beams of the roof was found to be in a dangerous condition in consequence of its having shifted out of its place about an inch and a half.—*Law Times*, (London).

Lord Cockburn's Circuit Journeys.—The "Circuit Journeys" is published by his executors apparently. In 1828 he began the practice of writing down in a journal whatever might strike him as interesting during his journeys on circuit throughout Scotland. The record runs from 1837 to 1854, and contains much that is valuable and interesting concerning scenery, customs, crime, social usage, the condition of the people, and the character of the bench and bar of Scotland during the seventeen years of Lord Cockburn's judicial career. Of course the book contains the results of a life's experience, and may therefore be said to cover the first half of this century in Scotland. What strikes one about the book is the modernness, so to speak, of the ideas, and the tone of the writing. There is nothing antiquated about Lord Cockburn's views; he preserved up to his latest entries, a couple of days before his death, a freshness of spirits and a vivacity of style very remarkable in a man who at the outset of the circuit wrote down in his journal that he was "not likely to last" another tour. He insists, with quite a "modern" taste, on the folly of delivering pious exhortation to every criminal in turn during the criminal assize. He protests against the privilege too freely extended, in Scotland as in England, till lately, to relatives of prisoners, of refusing to give evidence in criminal trials. He expresses his horror of the circuit dinners which custom had established and which had degenerated into very objectionable drinking bouts. He objects also to, and escapes when he can, from the "processions" by which the judges on circuit were received in the court towns, a ridiculous gathering of soldiers and police and baillie-bodies wobbling behind or before "their lordships."—*M.J.G. in "Gazette."*