an appointment of a doputy signed by him with the blank for the name not filled up.

He was convicted of fraudulently putting into the ballot-box ballots that he was not authorized to put in.

Held, following Rex v. Gordon, 2 Leach 581; Rex v. Holland, 5 T.R. 607; and Rex v. Dobson, 7 East 218, that the accused having acted in the office, and having been the deputy returning officer de facto on the day in question, was properly convicted of the offence charged.

Howell, Q.C., for the Crown.

Hagel, Q.C., and Phippen for the prisoner.

Full Court.]

BENNETT v. ATKINSON.

[July 9.

Sale of wheat—Liability of principal when agent supplied with . ash to pay for goods purchased—Receipt of goods by purchaser—Principal and agent—Admissions of agent, when evidence.

The defendants employed one Isaac Bennett, in the fall of 1891, to purchase wheat for them at Virden, and supplied him with printed forms of receipts to be given to persons delivering the grain, as follows:

"Crain Warehouse, Virden,

189-.

" Received from per bushel.

bushels No.

wheat at

"Amount \$

" ATKINSON & Co.

" Pos

"N.B.—This ticket will not be honoured unless written with ink or indelible pencil, and indorsed by person receiving payment."

They instructed their agent that he was to put the wheat he bought for them into the elevators of McBean Bros., and ship it out from time to time as they required it. In pursuance of an arrangement made either by the defendants themselves or their said agent with Messrs. McBean Bros., the latter had set apart three bins in their elevator for the defendant B's wheat, and the defendants knew that McBean Bros. were receiving wheat for them at the time, and paid for the privilege. One Colter was in charge of the elevator for McBean Bros.; he did the weighing, and defendants buyer handed to him the printed forms of receipts or tickets.

The practice proved was that the buyer, after fixing prices and grades with the seller, would direct him to deliver the grain at the elevator, when Colter weighed it, filled up the blanks in one of the receipt forms, first getting the price and grade from the buyer, and then gave the receipt to the seller. The latter would then take the receipt to the defendants' buyer and get his money.

The plaintiff's claim was for 1,112.30 bushe. at 50 cents per bushel, and 486.46 bushels at 56 cents, and two receipts for these amounts dated 24th October, 1891, were produced and proved. These receipts were in the above