adjudication made, in the cases of *Wintz* v. *Vogt*, 3 La. Ann. 16, and *Verges* v. *Forshee*, 9 id. 294. The decision in the case of the *Succession of Jean Journé*, 21 id. 391, defined the meaning in law of the term 'good-will,' and re-affirmed the doctrine that it was a legal subject of trade, and bargain and sale. The term has been defined by several authors whose definitions, although varied in terms, all approximate to the same meaning. The following definition by Judge Story commends itself for its clearness and vast comprehension: 'Good-will is the advantage or benefit which is acquired by an establishment, beyond the mere value of the capital, stock, funds, or other property employed therein, in consequence of the general public patronage and encouragement which it receives from constant or habitual customers, on account of its local position or common celebrity or reputation for skill or affluence, or punctuality, or from other accidental circumstances or necessities, or even from ancient partialities or prejudices.' By the French authorities it is known as '*achalandage*.' A careful examination of the authorities under both systems has disclosed to our minds the fact, that on the point which we are now discussing there is no material difference between the decisions of the civil law and of the common law courts. The shade of difference between the two lines of authorities is on the question of the binding effect of contracts under which a party stipulates not to pursue a particular line of business, on which point the common-law authorities have a tendency to discountenance such contracts as in restraint of trade, and as tending to foster dangerous monopolies, while the civil-law authorities seem to tend toward the binding effect of all such contracts or stipulations. But on the proposition which we maintain in this opinion, that the vendor of an establishment, with the good-will, does not preclude himself from resuming business in the same line, in the same place or vicinity, and a short time after the sale, in the absence of an express understanding or stipulation to that effect, we find ample support from decisions and respectable authorities under both systems. *Cruttwell* v. *Lye*, 17 Ves. 335; *Bassett* v. *Percival*, 5 Allen, 345."

In the case of *Findlay & McWilliam*, cited above, the grounds of action were somewhat stronger. The retiring partner not only opened a similar business in the immediate vicinity, but he sent circulars to the customers of the firm of which he had been a member, with the object of creating the impression that he had succeeded to the firm's business. Our court held, and it seems to us very reasonably held, that the sale of the good-will implied the obligation on the part of the vendor to make no undue competition with the vendee, and that the acts of the vendor in seeking to convey to the public the impression that he was the successor to the business were in violation of good faith.

## NOTES OF CASES.

### SUPERIOR COURT.

MONTREAL, October 17, 1883.

*Befor.* LORANGER, J.

*In re* Hon. J. A. MOUSSEAU, Petitioner.

*Quebec Elections Act—Recount of votes.*

*Where the deputy returning officer has omitted to make a statement of the votes given to each candidate (under sect. 193 of 38 Vict. cap. 7), it is the duty of the returning officer to ascertain by reference to the documents the total number of votes for each candidate at the poll in question, and if the returning officer has failed to do so, a recount may be ordered by the Judge.*

PER CURIAM. Il s'agit du recompte des suffrages donnés dans l'élection tenue dans le district électoral de Jacques-Cartier le 26 septembre dernier. Il appert par la requête que le 13 octobre courant, l'officier aurait procédé à l'ouverture des boîtes de scrutin, conformément à la section 200 de l'Acte Electoral de Québec, mais il n'aurait pu constater le nombre exact des votes enregistrés, attendu que quelques boîtes du scrutin ne contenaient pas les relevés voulus par la loi, tandis que les relevés trouvés dans certaines autres boîtes étaient irréguliers et incomplets, et n'indiquaient pas d'une manière exacte l'état de la votation. Il en serait résulté que la majorité du requérant, qui, s'il faut en croire les allégations de la requête, aurait été de plus de cent voix, suivant tous les rapports connus, aurait été réduite par le certificat de l'officier-rapporteur au chiffre de 42 votes.