attacked, corruptly offered and paid $5 to induce a voter to refrain from voting. The evidence showed that H. was in the habit of assisting this particular voter, and that, being told by the voter that he contemplated going away from home on a visit a few days before the election and being away on election day, he promised him $5 towards paying his expenses. Shortly after, the voter went to the house of H. to borrow a coat for his journey, and H.'s brother gave him $5. He went away and was absent on election day.

Held, that the offer and payment of the $5 formed one transaction, and constituted a corrupt practice under the Election Act.

The proof of H.'s agency relied on by the petitioner was, that he had been active on behalf of the same candidate at former elections; that he had attended a committee meeting held on behalf of the candidate and took part in going over the list of voters; and that he acted as scrutineer in the election in question. It was also shown that there was no regular organization of the party at the election, but the candidate had addressed a mass meeting of the electors, and stated that he placed his interests in their hands. It was contended that every member of the party was thereby constituted his agent.

Held, affirming the judgment of the trial judge, Ritchie, C. J., dissenting, and Taschereau, J., *hesitante*, that the agency of H. was sufficiently established to make the candidate liable for his acts, and the candidate was rightfully unseated for bribery by H.

Appeal dismissed with costs.

Aylesworth, for appellant.

McCarthy, Q. C., for respondent.

EXCHEQUER COURT OF CANADA.

OTTAWA, Jan. 20, 1890.

Coram BURBIDGE, J.

CARTER, MACY & Co. *v.* THE QUEEN.

Revenue—Customs duties—Goods in transitu.

The plaintiffs shipped teas from Japan to New York for transportation in bond to Canada. On the arrival of the teas at New York and pending a sale thereof in Canada, such teas were allowed to be sent to a bond warehouse as unclaimed goods for some five or six months. They were then entered at the New York Custom House for transportation to Canada, and forwarded to Montreal.

There was nothing to show that the plaintiffs at any time proposed to make any other disposition of the teas, and there was nothing in what they did that contravened the laws or regulations of the United States or of Canada with respect to the transportation of goods in bond.

Held, that the teas were not dutiable as teas from the United States, the transaction having taken place prior to the passing of the Act 52 Vic., c. 14, which expressly provides that in such a case the teas would be dutiable.

D. Macmaster, Q. C., for claimants.

R. Sedgewick, Q. C., and *W. D. Hogg, Q. C.*, for the Crown.

EXCHEQUER COURT OF CANADA.

OTTAWA, Jan. 20, 1890.

Coram BURBIDGE, J.

THE QUEEN *v.* THE GRAND TRUNK RAILWAY COMPANY.

Information—Damage in the nature of interest —Rate thereof.

On a contract for the payment of money on a day certain, with interest at a fixed rate down to that day, a further contract for the continuance of the same rate of interest is not to be implied.

In assessing damages in the nature of interest on a bond payable at a particular place, reference should, in general, be had to the rules in force at the place where the same is so payable.

Quaere: Will an action lie for interest not payable by contract, but as damages for the detention of a debt or money claim, where the principal sum had been paid to and received by the plaintiff before action brought.—*Dixon* v. *Parkes*, (1 Esp. 110); *Hellier* v. *Franklin*, (1 Starkie, 291); *Beaumont* v. *Greathead*, (2 C. B. 494.)

W. D. Hogg, Q. C., for the Crown.

John Bell, Q. C., for respondent.