spelt so: it is *idem per idem*, X for ex. Beer, I believe is sometimes called X, but not water. [Laughter.]

Mr. Robinson: There are some of our names which are precisely those of letters, as Gee, Jay, Kay, etc.

Mr. Justice Maule: But here it is not *sonans*, only *consonans*, and they can not be sounded without other letters.

Mr. Robinson: Their lordships should remember the existence of a publication called the *Fonetic Nuz*, and unless they meant to give a "heavy blow and great discouragement" to that rising science, he hoped they would not decide against his client. [Laughter.] But he had seriously to submit that by demurring to this declaration the defendant admitted, on legal principles, that his name was that which was stated in the declaration.

Mr. Justice Creswel referred to and distinguished this case from the case of *Roberts* v. *Moon*, in 5 Term Reports, where a plea in abatement of misnomer, beginning "and the said Richard, sued by the name of Robert," was held bad.

Mr. Justice Maule suggested that as £65 10s. depended on the question, it would be better for plaintiff to amend.

Mr. Robinson declined to do so, and contended no case could be cited directly in support of the demurrer, and therefore that the court should decide in favour of the plaintiff.

Mr. Serjeant Talfourd having replied,

The Lord Chief Justice: The various stages in the argument in this case have been already discussed and decided. The courts have decided that they will not assume that a consonant letter expresses a name, but they will assume it expresses an initial only; and they further decided that the insertion of an initial letter instead of a name is a ground of demurrer, and is not merely irregularity. In the case of *Nash* v. *Collier*, this court decided that a demurrer to the declaration which describes the defendant's name as Wm. Henry W. Collier was not frivolous, and gave a strong intimation, which the plaintiff had the good sense to attend to, that he ought to amend his declaration. That decision was acted upon by the Court of Exchequer in the subsequent case of *Miller* v. *Hayes*, and as it appears to me the case is precisely similar to the present, I think we must decide in favour of the demurrer.—*Pittsburgh Legal Jour.*

CANADA REPORTS.

ONTARIO.

ELECTION CASES.

[Before Richards, C. J.; Spragge, C.; and Hagarty, C. J. C. P.]

East Toronto Election Petition.

Woodhouse, *Petitioner*, v. O'Donohoe, *Respondent.*

Hiring teams—Corrupt practices—Bribery.

Held, (1). That the hiring of teams, &c., is not a "corrupt practice" within the meaning of sec. 3 of Controverted Election Act, 1873, unless the hiring amounts to bribery.

2. That the words "Act of the Parliament of Canada" in that section refer to an Act of the Dominion of Canada.

[Election Court—June 20, 1874.]

The petitioner alleged, in the eighth clause of his petition, that the respondent, during the election, hired cabs and other vehicles to carry voters to and from the polls, and that owing to such hiring the election was void.

The respondent took a preliminary objection to this clause on the ground that the allegation was immaterial in this, that it would not, even if true, avoid the election.

A summons being obtained to strike out the clause objected to,

Bethune supported it. The hiring of teams or cabs does not make the election void. That is only an illegal act under the 3rd section of the "Corrupt Practices Prevention Act, 1860," and does not come within the meaning of the 3rd section of the "Controverted Elections Act, 1873," that section confining the offences to those defined by "Act of the Parliament of Canada." The "Act of the Parliament of Canada" there referred to meant the "Act of the Dominion of Canada." The hiring of cabs and vehicles in England is not a "corrupt practice:" *Staleybridge case*, 1 O'M. & H. 66.

Till, for petitioner, showed cause. The hiring of cabs and vehicles as mentioned in the 3rd section of "The Corrupt Practices Prevention Act, 1860," being an illegal act, comes within the meaning of the words "corrupt practice" mentioned in the 3rd section of the "Controverted Elections Act, 1873." In any case the payment of an excessive sum would amount to bribery, and if so, the clause ought not to be struck out.

Richards, C. J.—We think the hiring of cabs and vehicles is not a "corrupt practice" within the meaning of those words in section 3 of the "Controverted Elections Act, 1873." The "Act of the Parliament of Canada" there