

that cannot extend, by implication, to a pledge. This decision has lost much of its importance now, for our readers will remember that an Act was passed by the legislature of Quebec in 1879, making articles 1488, 1489, and 2268 of the Civil Code applicable to the contract of pledge. (See 2 Legal News, p. 319.) We may, however, refer the reader to the remarks of their lordships upon the words "nor in commercial matters generally," in art. 2268, which occasioned so much difficulty in the case of *Cusvils & Crawford*.

NOTES OF CASES.

COURT OF REVIEW.

MONTREAL, Oct. 29, 1880.

MACKAY, TORRANCE, RAINVILLE, JJ.

TERRIAULT V. DUCHARME.

[From S. C., Montreal.

Federal Elections Act—Candidate's Personal Expenses.

The personal expenses of the candidate during an election, and connected therewith, are election expenses, and a detailed statement must be included in the statement required by law to be filed after the election.

The judgment under review was rendered by the Superior Court, Montreal, Jetté, J., March 31, 1880. See 3 Legal News, p. 140.

MACKAY, J. The plaintiff inscribes in revision. He sued in the Superior Court for \$600 (thirty times twenty dollars) for the penalty of sec. 123 of the Dominion Elections Act of 1874. Defendant was candidate at Verchères at the election in 1878, and is charged with having neglected to make and deliver, as required by law, to the Returning Officer a detailed statement of the payments of election expenses made by him. The plaintiff sues by virtue of sec. 109, which makes the penalty his property; it is a sum not exceeding \$20 a day for every day's default.

The plea is that he, the defendant, believes that he made no expenses for which he was or is bound to make statement whatever; then he admits that he did, during the election, make expenditures amounting to \$2.45, for himself and horse at Contrecoeur and Varennes; that he made no statement about them, believing the law not to call upon him

to do so; that he has been in no bad faith; that since the institution of this suit he has furnished the Returning Officer with the statement.

Then he confesses judgment for \$10 and interest and costs of the action, as brought, up to that time, and prays for the dismissal of the action as to the surplus of demand, with costs against defendant if he refuse the offers, or press his action farther.

The judgment complained of has exactly followed the defendant's plea, and is according to it, and has dismissed the plaintiff's action in a degree, with costs against him, that is, costs since the time of defendant's plea and offers.

The Court here finds, as the Judge *à quo* seems to have done, that personal expenditures of a candidate (such as were those admitted by defendant,) were and are election expenses, and that detailed statement of them was required, as contended for by plaintiff, but we cannot accept the doctrine that defendant in an action for the penalty could oblige plaintiff to accept any mere offers of compromise, under pain of having costs to pay if refusing them. We do see the defendant to be in nearly as small a sin against the Elections Act as possible; we, therefore, think that this is a case in which we may moderate the penalty against him. We have a discretion, and exercising it, we give judgment for the plaintiff for \$30, being one dollar a day for thirty days' default of the defendant, and all costs of suit of the action as brought, and in default of payment within fifteen days next after day of this judgment, the defendant to be imprisoned in the common jail, &c., for thirty days, unless the fine and costs be sooner paid. Costs in revision against defendant. We give plaintiff no interest; none is ordered.

The judgment is as follows:

"The court, etc...."

"Considering that defendant violated, as is charged, sect. 123 of the Dominion Elections Act of 1874 referred to, and, therefore, incurred the penalty of it, which the plaintiff, under sect. 109, had right to sue for;

"Considering that plaintiff's action was well brought, and that he was entitled to judgment as has been found, but for a larger amount and not a composition sum, such as defendant tendered and the judgment has declared sufficient;

"Considering that the plaintiff is entitled