voter's name on the printed list, It was then given to the voter. and after he had entered his vote and returned it, the Deputy deposited it in the box. Although the Judge declined to take any evidence (holding he had no power to do so), it was admitted that this course of proceeding was kept up until a late hour of the day, when an elector declined to use a ballot paper upon which such a number was written. This appeared to have opened the eyes of the Deputy Returning Officer to his mistake, and he discontinued the practice.

French contended that the votes were bad.

Fraser, Q. C., contra.

McDONALD, Junior Judge, held that the votes were bad, inasmuch as the voter by using the ballot paper adopted the act of the Deputy Returning Officer, and voluntarily entered his vote upon a ballot paper upon which was a mark by which he could be identified. However, as the point was one of great importance, he signified his desire of obtaining the opinion of a Superior Court Judge at Toronto.

ENGLISH REPORTS.

DIGEST OF THE ENGLISH LAW REPORTS FOR MAY, JUNE, AND JULY, 1878.

(*Continued from page 303*)

2. The plaintiff and the defendant company were tenants of adjoining land under the same lessor, and the company's lease required it to maintain a fence around its land, for the benefit of the lessor and his other tenants. Twenty years ago, the predecessors of the company in title built a wire fence about the land, and the company repaired it from time to time; but in lapse of time the wires rusted, and pieces fell off into the grass on the plaintiff's land, and plaintiff's cow grazing there swallowed a piece from the effects of which she died. *Held*, that the company was liable for the value of the cow.—*Firth* v. *The Bowling Iron Company*, 3 C. P. D. 254.

See DEMURRER; RAILWAY, 1.

NUPTIAL SETTLEMENT.—See SETTLEMENT, 1, 2.

OFFICER.—See QUO WARRANTO.

ONUS PROBANDI.—See SLANDER.

OPTION TO PURCHASE. See INSURANCE.

ORIGINAL GIFT—See WILL, 3.

OSTENSIBLE PARTNER.—See PARTNERSHIP, 3.

PARTIES. — See HUSBAND AND WIFE, 2, 3; MORTGAGE, 2.

PARTNERSHIP.

1. By partnership articles between the plaintiff and the defendant, the defendant covenanted not to "engage in any trade or business except upon the account and for the benefit of the partnership." After the partnership had been dissolved, the plaintiff learned that the defendant had been, during the partnership, a partner in another business, and had realized profits from it; and he thereupon filed two bills, one for an account of defendant's profits in the other business, and another for a declaration that defendant's interest in the other business was assets of the partnership with himself. The first bill was dismissed without costs If the plaintiff had any case, it was a case for damages. The second bill was dismissed with costs.—*Dean* v. *McDowell*. *Same* v. *Same*, 8. Ch. D. 345.

2. In 1861, partnership articles were entered into between the plaintiff and the defendant to carry on the business of ironmongers, for twenty-one years, at the R. premises, "or in such other place or places as the said parties hereto may agree upon." In 1863, the partners agreed that henceforth the business should include that of ironfounders; and they purchased foundry works at Q., where the foundry business was carried on until 1876, when the lease of the Q. premises ran out. The plaintiff declined to renew the lease, and wished to give up the foundry business. The defendant thought otherwise, and finally took a lease of the Q. premises in his own name, but, as he said, for the firm, and proposed to continue the foundry business there. Plaintiff moved for an injunction and for a dissolution of the partnership and for a receiver. *Held*, that the defendant had no authority to renew the lease, and the plaintiff was entitled to an injunction against carrying on the foundry business in the name and with the assets of the firm. Receiver refused. *Clements* v. *Norris*, 8 Ch. D. 129.

3. In 1875, the firm of H., C., & P. was dissolved, and notice was given by them that the business would be carried on by P. alone. P. undertook to pay H. a balance due him from the old firm. From that time, the business was carried on under the name of P., Son & Co. The bank account was in that name; and the son drew and accepted bills, negotiated loans, and sometimes ordered goods, in the name of the firm, and performed all these acts with authority. He never sold goods. On the outside of the premises the name P. alone ap-