

excite suspicion, and, while the charges founded upon it must be dismissed, it will remain to be considered in another aspect of the case.

Charge 89, that one Penharwood, an agent of the respondent, committed the corrupt practice of voting, knowing that he had no right to vote, having been employed by the respondent as his paid agent and secretary in the conduct of the election, is dismissed. Penharwood's employment ceased at the end of April.

The remaining charges were of hiring rigs to convey voters to the poll. These should be dismissed, on the ground that no payment and no promise to pay had been proved.

I desire to record my opinion, that the law on this subject requires amendment. So long as carriages can be procured from liverymen for use on polling day, there is a constant temptation to evade the law and resort to all sorts of devices to do so. These people are not in politics, but in business, and in the long run they make sure that they shall not lose by nominally giving, as they do, to both political parties the use of their teams and carriages or other vehicles on polling day. Some such provision as is contained in the Imperial Act 46 and 47 Vict. ch. 51, sec. 14, sub-secs. 1, 2, and 3, prohibiting the letting, lending, or employing by any person of public conveyances or of any carriage or horse or other animal kept or used for the purpose of letting out to hire would probably be found more effective than sec. 165 of our Act has been hitherto found to be.

In the result, the election ought, in my opinion, to be set aside. The case is not one in which the saving clause, sec. 172, of the Election Act, can properly be acted on. The acts of bribery proved, and the illegal practices connected with the employment of Morreault, ought, I think, to override any majority. Nor can it be overlooked that drinking was undoubtedly indulged in to a most reprehensible extent, though the evidence may fall short of proving the commission of corrupt practices in that respect. The Liquor License Act, indeed, would seem to be almost a dead letter in the town of Sault Ste. Marie.

Morreault, Roy, Delargey, and Daigle will be reported.

MEREDITH, C.J.

MARCH 4TH, 1903.

CHAMBERS.

CUSACK v. SOUTHERN LOAN AND SAVINGS CO.

*Lost Document—Debenture—Action on—Indemnity—Costs—Tenders.*

Application by plaintiff for order approving of bond of indemnity tendered by her to defendants as sufficient security