

ENGLISH LAW REPORTS.

tions between relatives desirous of protecting themselves. I remark on the brief, the proof that this. M. Edouard Honoré Ouellette never received office. Consequently I am of opinion that Placide Robert has not committed an act of corruption in his conversations above related, and that he has not caused the defendant to incur any legal responsibility, even supposing that he could be considered as his agent.

Being of opinion that Placide Robert did not commit acts reprehensible in a legal point of view, it is useless for me to discuss the question of agency, and in consequence I am of opinion that the appeal should be dismissed with costs against the appellants.

* [We have inserted the above translation of one of the judgments in a well known election case, thinking that it will not be without interest to those among our subscribers who may be unacquainted with the language of the original, which will be found at p. 291, 2 Sup. Ct. Rep.]

ENGLISH REPORTS.

DIGEST OF THE ENGLISH LAW REPORTS FOR AUGUST, SEPTEMBER, AND OCTOBER, 1878.

(Concluded.)

NUISANCE.—See NEGLIGENCE.

NULLITY.—See HUSBAND AND WIFE, 2.

PARTIES.—See TRUST, 3.

PARTITION.

The Partition Act (31 & 32 Vict. c. 40) provides that, at the request of one part owner for partition, there shall be a public sale, unless the other part owner can show good cause why some other course should be taken. Plaintiffs owned three-sixteenths of property in a town where improvements were going on, and applied for a public sale. Defendant, who owned the remaining thirteen-sixteenths, opposed it, and offered to buy the portion of plaintiffs at a valuation. *Held*, that there should be a valuation in chambers of the three-sixteenths, instead of a public auction of the whole. *Drinkwater v. Radcliffe* (L. R. 20 Eq. 528) considered.—*Gilbert v. Smith*, 8 Ch. D. 548.

PLEADING AND PRACTICE.—See LIBEL, 3; TRUST, 3.

POLICY.—See INSURANCE, 1.

PRECATORY TRUST.—See WILL, 2.

PRINCIPAL AND AGENT.—See CONTRACT, 1, 2.

PRINCIPAL AND SURETY.—See SURETY.

PRIVILEGED COMMUNICATIONS.—See LIBEL, 1.

PROMISE.—See LIMITATIONS, STATUTE OF, 2.

PROXIMATE CAUSE.—See BILLS AND NOTES, 1 NEGLIGENCE.

QUARRY.—See WASTE.

REALTY AND PERSONALTY.—See WILL, 1.

RESIDUE.—See WILL, 3, 6.

SALE.

A contract of sale provided, that if the purchaser should make any objection or requisition in respect of the title, or of any other matter which the vendors should be unwilling, by reason of expense or otherwise, to comply with, they should be at liberty to annul the sale, and the purchaser should receive back his deposit. The vendors failed to show any title whatever, and claimed to annul the contract and to return the deposit. *Held*, not competent, and that the purchaser could have the deposit, and an inquiry for damages. —*Bowman v. Hyland*, 8 Ch. D. 588.

STATUTE.

Where persons played a game called Puff and Dart, which consisted in blowing a small dart through a tube at a target, and the players each put in 2d. entrance money, and the money was used to buy a dead rabbit, which was the prize of the game, *held*, (COCKBURN, C. J., in doubt), that the players were guilty of "gaming," within the Licensing Act, 1872, 35 & 36 Vict. c. 94). —*Bev v. Harston*, 3 Q., B. D. 454.

SURETY.

The plaintiff leased to B. a farm of 234 acres, and pasture for 700 sheep, which went with the farm, from year to year, from April 10, 1873, rent payable half-yearly. B. gave a bond, with the defendant and others as sureties, that he would re-deliver the sheep in as good order and number as when he took them, and, if there was any deterioration, damages should be assessed. November 9, 1875 plaintiff gave B. notice to quit on April 10, 1876, or at such time as the notice should be a good notice for. It was admitted that the notice was insufficient to end the lease on April 10, 1876. April 8, 1876, B. refused to obey the notice to quit, and it was withdrawn, and an agreement was made between him and the plaintiff that B. should surrender a certain field, and the rent should be reduced £10 yearly. Under this modification, B. continued tenant until October 5, 1876. Plaintiff gave