

"bien dans les baux de maisons que dans ceux de biens ruraux. Ce n'est là, au surplus, qu'une application du droit commun, qui veut que toute convention fasse loi pour ceux qui l'ont souscrite."

This is quoted by the Codifiers as the basis of our article 1638. Sirey (Ed. 1885) Art. 1717, note 24, says, the prohibition to sublet is absolute. See also Mourlon (Ed. 1883) Vol. 3, p. 332 no. 739.

Laurent, (Ed. 1878) Vol. 25, p. 246, no. 219, says:—

"Faut-il l'interpréter à la rigueur de décider qu'un consentement verbal, ou manifesté par des faits, serait insuffisant, alors même qu'il n'y aurait aucun doute sur la volonté du bailleur?"

"Il a encore été jugé que le consentement verbal du bailleur à la sous-location était suffisant et que la preuve en pouvait se faire par les voies ordinaires que la loi autorise; dans l'espece par des présomptions appuyées sur un commencement de preuve par écrit."

Here there is no commencement of proof and no verbal consent.

See also Sirey (Ed. 1885), 1717, note 25.

As to the question of waste and damage, the evidence shows clearly that the defendant did not use the premises as he ought to have done, particularly the orchard. Damage to the extent of at least \$20, is proved.

Judgment for balance of rent and \$20 damages. Lease resiliated and attachment held good.

Hon. H. Aylmer, for plaintiffs.

Lawrence & Morris, Counsel for plaintiffs.

Ives, Brown & French, for defendant.

(H. D. L.)

SUPERIOR COURT.

AYLMER, (district of Ottawa), March 4, 1887.

[In Chambers.]

Before WÜRTELE, J.

DUMAIS, Petitioner, v. FORTIN, Respondent.

Hull, City of—Municipal Election.

Held:—That to give a casting vote in case of an equality of votes at a municipal election in the city of Hull, it is not necessary that the president of the election should be qualified as a municipal elector.

PER CURIAM. A petition was presented a few days ago contesting the election of the respondent as an alderman of the city of Hull, and an application is now made for a day to be fixed for the adduction of evidence and for the subsequent hearing of the case.

The charter provides that the judge shall order proof to be adduced, if he is of opinion that the grounds set forth in the petition are sufficient in law to void the election. This implies a preliminary hearing on the sufficiency of the allegations.

In the present case, various grounds are alleged, such as bribery, furnishing money to pay taxes, giving liquor, providing carriages, that certain electors voted without having paid their taxes, and lastly that the president of the election gave his casting vote while owing arrears of taxes.

After having heard the parties on the sufficiency of these allegations, I am of opinion that all the grounds except the last might be sufficient to annul the election, but that the last is not a cause of nullity.

The first election in the city of Hull was presided by the registrar of the county of Ottawa, and section 14 of the charter provided that in the event of an equality of votes, he should give a casting vote and that he should be entitled to give such casting vote whether or not he was himself qualified to vote.

All municipal elections in the city of Hull, are now presided by one of the aldermen who do not retire from office, appointed by the council; and section 19 of the charter enacts that such alderman, for all purposes relating to elections, should have the same powers as the registrar. Section 205 of the Quebec Election Act, which provides that it shall be the duty of the returning officer in case of an equality of votes, to give a casting vote, has, moreover, been incorporated in the charter, with the substitution of the "president of the election" for the "returning officer."

The duty of giving a casting vote is imposed upon the president of the election, but it is nowhere provided that he must possess all the qualifications of a municipal elector to do so, including the payment of all muni-