

En Banc.]

McALLISTER v. REID.

[Feb. 22]

Dominion election—Special circumstances of difficulty in effecting service of petition—Order extending time for service.

A petition under the Dominion Controverted Elections Act was filed against respondent's return on December 17 last. On December 22 the petitioner's attorney at St. John mailed—registered—to the petitioner's address at Campbellton a copy of the petition and accompanying papers with directions to hand them to the sheriff for service. The petitioner was absent from home at the time and his attention was not called to the arrival of the registered letter until Dec. 27, when he received it from the post-office. As this was the last of the ten days allowed by s. 10 of the Act, for service, and it was impossible on account of the respondent living some thirty-six miles distant to effect service that day, the petitioner wired to his solicitor in St. John, who on affidavit of the facts applied for and obtained from a judge on the same day an order extending the time for service.

Held, that the circumstances were such as to justify the judge making the order under s. 10 of the Act.

Rule to rescind the order and remove the petition from the files of the court refused.

J. B. M. Baxter and Stockton, K.C., for petitioner. Earle, K.C., and Pugsley, K.C., for respondent.

Province of Nova Scotia.

SUPREME COURT.

Full Court.]

BLAKIE v. McLENNAN.

[Feb. 4]

Sale of land—Action by unpaid vendor against sheriff for logs cut on the land seized under execution against vendee—Conditions of sale—Parol evidence excluded as varying written contract.

Plaintiff sold to S. a property known as the Mill Farm, containing a quantity of woodland, for the sum of \$8,500, under an agreement in writing by which S. agreed to pay a portion of the purchase money on the execution of the agreement and the balance in yearly instalments, with interest subject to the condition that if S. failed to pay any of the instalments with interest as agreed the payments made would be forfeited and plaintiff would be at liberty to resume possession, and subject to the further condition that S. would not cut more than a specified quantity of lumber in any one year. In an action of replevin brought by plaintiff against the defendant sheriff, who had levied upon a quantity of lumber on the premises under executions issued at the suit of creditors of S., plaintiff tendered evidence to shew that all lumber cut by S. was to be sold and the proceeds, after