

latter sold, and, as was admitted, opened a third or further drug store in the village.

W. Proudfoot, K.C., and P. A. Malcomson, Lucknow, for plaintiff.

H. Morrison, Lucknow, for defendant.

MACMAHON, J.:—There were two distinct covenants by defendant, one not to engage in a drug business in the village or within ten miles during five years, and the other not to open or have part in a third or further drug store in the village during ten years. By permitting defendant to enter into partnership with his son in an already existing business, plaintiff had waived the breach of the first covenant, but not of the second. See *Barwell v. Inns*, 24 Beav. 307; *Parnell v. Dean*, 31 O. R. 517; *Roper v. Hopkins*, 29 O. R. 584.

Injunction granted restraining defendant from having any part or interest in any third or further drug store in the village of Lucknow during the remaining period of ten years. Reference to the local Master at Goderich as to damages. Costs of action and reference to be paid by defendant.

DECEMBER 12TH, 1902.

ELECTION TRIAL.

RE LENNOX PROVINCIAL ELECTION.

PERRY v. CARSCALLEN.

*Parliamentary Elections—Corrupt Practices—Bribery by Respondent
—Bribery by Agents—Evidence—Hiring Vehicles—Payment for
Vehicles on Polling Day.*

Petition tried at Napanee before OSLER and MACLENNAN, J.J.A.

G. H. Watson, K.C., and W. S. Herrington, Napanee, for petitioners.

Walter Cassels, K.C., E. Bristol, and G. F. Ruttan, Napanee, for the respondent.

At the trial judgment was reserved on five charges, numbers 22, 29, 30, 43, 52.

Charge 22 was a personal charge against the respondent of bribery of one Whisken by giving him, at the close of a meeting in a hall at Bath, of which he was caretaker, 50 cents more than the usual fee for his trouble about the hall, and asking him at the same time for his vote.