

ELECTION CASES—DIGEST OF ENGLISH LAW REPORTS.

CANADA REPORTS.

QUEBEC.

ELECTION CASES.

SUPERIOR COURT.—[IN CHAMBERS.]

IN RE MONTREAL CENTRE ELECTION.

Election—Count—Ballots opened by Returning Officer.

Held, where the returning officer opened the envelopes containing the ballots as transmitted by the deputy-returning officers, that the Judge could not recount the ballots under section 55 of the Dominion Election Act.

[Montreal, September 30, 1878.]

An election having been held for Montreal Centre, and an application having been made under section 55 of the Election Act for a count of the ballots by a Judge, it appeared that the returning officer had removed the ballots from the envelopes in which they had been transmitted to him by the deputy-returning officers, and had made them into two packages.

Devlin, and *Archambault*, Q.C., for petitioner.

Lacoste, Q.C., and *Curran*, Q.C., for respondent.

RAINVILLE, J., said the law was very clear and precise, that the ballots as transmitted by the deputy-returning officers should remain in the same state until opened by the judge, on a demand being made for a count. The returning officer in the present case had, therefore, exceeded his duty in opening the envelopes. Under the circumstances, His Honour said he could do nothing, and he would declare the impossibility of taking any action, and leave the returning officer to adopt such course as he might be advised. Each party to pay his own costs on this application.*

ENGLISH REPORTS.

DIGEST OF THE ENGLISH LAW REPORTS FOR MAY, JUNE, AND JULY, 1878.

(From the *American Law Review*.)

ACCEPTANCE.—See CONTRACT, 3.

ACCOUNT OF PROFITS.—See PARTNERSHIP, 1.

ACCUMULATION.—See WILL, 2.

* The judgment of Hagarty, C.J., in the Centre Wellington case, to be hereafter reported, would seem to throw doubt on this decision.—ED. L. J.

ACQUIESCENCE.—See PRINCIPAL AND AGENT.

ACTION.—See HUSBAND AND WIFE, 2.

ADEMPMENT.—See WILL, 5.

ADJACENT SUPPORT.—See DAMAGES.

ADMINISTRATION.—See MORTGAGE, 1.

ADVANCEMENT.—See ANNUITY, 2.

AFFIDAVIT.—See SOLICITOR.

AGENT.—See PRINCIPAL AND AGENT.

AGREEMENT.—See CONTRACT, 2.

ANNUITY.

1. Testator gave some annuities, and then bequeathed his personal estate not specifically disposed of to trustees, "to stand possessed thereof upon trust, out of the income thereof to pay and keep down such of the annuities hereinbefore bequeathed as for the time being shall be payable, and subject thereto" upon other trusts. The income of the personal estate was less than the amount of the annuities. *Held*, that the deficiency should be made up out of the capital.—*In re Mason*. *Mason v. Robinson*, 8 Ch. D. 411.

2. By a deed of separation made in 1860, between M. and his wife, he covenanted to pay each of their six daughters an annuity of £200, to cease, in each case, if M. and his wife should come together again. The wife died in 1871, and M. in 1874, the latter intestate. They had had not lived together again. *Held*, that the annuities paid during M.'s life were not advancements, and that the value of the annuities at the death of M. should be brought into hotchpot.—*Hatfield v. Minet*, 8 Ch. D. 136.

ANTICIPATION.—See HUSBAND AND WIFE, 1.
MARRIED WOMEN, 1.

APPOINTMENT.—See SETTLEMENT.

ARBITRATION.

The plaintiff and the defendants, G., N., F., all British subjects, entered into partnership articles for carrying on business in Russia, with the head office at St. Petersburg. The articles were in the Russian language, and registered in Russia. G. and N. had the privilege to demand back their capital within a year; and, if their demand was not satisfied within a month, they could wind up the firm. "In case of any disputes arising between the parties, . . . such disputes, no matter how or where they may arise, shall be referred to the St. Petersburg commercial court. . . . The decision of such court shall be final." G. and N. duly demanded their capital, and took steps in Russia to secure it by winding up proceedings. The plaintiff thereupon began an action in England, alleging that there were parts to their agreement, all executed in England, although one was translated into Russian, and by one of the English parts he was to have compensation for the withdrawal of