stances had placed him without any fault of his. A list given by a returning officer to one of his poll clerks did not, by some mistake, contain the name of one of the candidates who had been nominated, and the mistake was not discovered until some time after the polling had commenced. It was contended on his behalf that he had not only directly lost several votes by the fact of his name not being on the list, but that he had also indirectly lost many more votes by a rumour having been circulated, apparently on very good foundation, that he was not a candidate; and that thereby many who had intended to vote for him, thinking he had resigned, voted for some one else. Those who are acquainted with the working of elections well known that there is a certain class of voters who habitually vote for the likely man, so that, to use the words so frequently seen placarded at election times, "one vote before twelve is better than two afterwards"—and this candidate may have lost more votes in this way than was supposed. It cannot be denied however that it is the true policy of the law so far as possible, not only to put an end to litigation, but also to prevent election contests being prolonged or multiplied, unless it can clearly be shewn that a fresh election would in all probability lead to a different result.

We must conclude with noticing an important decision with reference to those who are disqualified as candidates by holding certain public offices.

The clerk of a union of counties was elected mayor of a town situated within one of these counties; but, on the objection being taken, it was held that he was expressly disqualified by the statute so long as he remained in office as County Clerk. It was contended that the disqualification did not extend to cases where the person was clerk of one municipality and a member of the Council of another, but the wording of the act and the reason of the thing leave no doubt but that the learned judge was right in ordering a new election for the mayoralty.

MARRIAGE.

Whilst discussing the validity of Marriages solemnized between Christians it may not be uninteresting to notice a decision that has been given in the Superior Court at Montreal, in the Province of Quebec, as to the validity of a marriage celebrated after the manner of one of the Indian nations of this continent.

The marriage, the validity of which was disputed in the case of *Connolly* v. *Woolrich and Johnson et al.*, was one of an unusual character, at least in this age of the world's history, having been contracted by a Christian with a Pagan, a daughter of one of the chiefs of the Cree nation.

The case is reported at great length in the *Lower Canada Jurist*, vol. xi., p. 197, from which we take a summary of the case. From this it will be seen that a number of points, very interesting in themselves, but only incidentally connected with the main question, are touched upon. The facts of this curious case were as follows:

William Connolly was born about 1786, at Lachine, in Lower Canada, which was his original domicile, and remained there till the age of 16, when he went to the North West territory, where he resided at different posts of the North West Company for 30 years. In 1803 at the age of 17 years, he took to live with him, as his squaw or Indian wife, an Indian girl, the daughter of an Indian Chief, with the consent of her father, and cohabited with her as his squaw or Indian wife, according to the usages and customs of the Cree nation to which she belonged. They cohabited in the Indian country, and were faithful to one another there for 28 years, and had a family of six children. They came to Lower Canada in 1831 and cohabited there for a short time as husband and wife. In 1832 Connolly left his squaw, and had a marriage ceremony, after a dispensation by the Bishop, celebrated between himself and his second cousin Julia Woolrich, according to the rites of the Roman Catholic Church in Lower Canada where he continued to be, and he, from that time, till his death, in 1849, cohabited with her as wife.

Mr. Justice Monk, who heard the cause, gave a very elaborate judgment, which, with his full statement of the case is not contained in less than 67 closely printed pages of the *Jurist*. The principal points decided by him incidental to question principally involved, were shortly these:—

That though the Hudson's Bay Company's Charter is of doubtful validity, yet if valid, the chartered limits of the company did not extend westward beyond the navigable waters of the rivers flowing into the Bay:

That the English Common law, prevailing in the Hudson's Bay territories, did not apply to natives who were joint occupants of the terri-