

North-West Territories.

SUPREME COURT.

NORTHERN ALBERTA JUDICIAL DISTRICT.

Scott, J.]

PARSLOW v. COCHRANE.

[Feb.

Dominion Elections Act—Executory contract referring to an election thereunder—Hiring teams and conveyances—Wife's authority to contract on behalf of her husband.

The plaintiff, a livery stable keeper, sued the defendant on an account for horses and rigs furnished by him to the defendant, who was a candidate at an election of a Member of the House of Commons of Canada for the Electoral District of Alberta, held on the 23rd June, 1896. The horses and rigs furnished were used by the defendant in connection with the said election.

Held, following *Luke v. Perry*, 12 U.C.C.P. 424, that the contract of hiring was an executory one, and that it came therefore within the terms of s. 131 of the Dominion Elections Act, which is incorporated with the North-West Territories Representation Act by 57 & 58 Vict., c. 15, s. 10 (D.) and that the contract was therefore void in law, and the plaintiff could not recover.

The plaintiff also sued the defendant on another account for horses and rigs furnished by one Pepper, some of them to the defendant, others to the defendant's wife, and some to both of them, which account had been assigned to the plaintiff. These horses and rigs were not shown to have been furnished in connection with the election. It appeared in evidence that the defendant had instructed Pepper to charge to his account any rigs furnished to his wife, and that the defendant on many previous occasions, paid for rigs so furnished.

Held, that the defendant had by his ratification of these prior transactions and by his conduct, authorized his wife to pledge his credit, and that the plaintiff was entitled to recover.

Held also, with reference to the rigs furnished to the defendant himself, that when the defendant seeks to rely upon provisions of the statute to avoid liability upon an executory contract alleged to have referred to, or arisen out of an election, nothing should be intended in favour of such a defence, and it must clearly appear that such contract did refer to an election held under the Act.