

DIGEST OF ENGLISH LAW REPORTS.

held bad in arrest of judgment, for not specifying what particular species of reward was given. This case is cited by Patterson, J., in *Baker v. Rusk*, 15 Q. B. 870, as establishing the position that the declaration must state the means by which the voter was corrupted.

The rule of construction stated in *Lord Huntingtower v. Gardiner*, 1 B. & C. 297, viz., that "it is not for us to say what might be politically desirable, but what is the provision of the Legislature, and that in order to answer that question we must resort to established rules for construing acts of this nature," seemed to me to make it proper to treat the section as I have indicated; and I do not now say that that view is incorrect. But the judgment of the English Court of Queen's Bench, in *Simpson v. Yeend*, L. R. 4 Q. B. 626, is so very much in point upon the construction of the English statute, with which ours corresponds, as in my opinion to govern the present case. The promise in that case was that the voter would be remunerated for any loss of time in going to vote, and there was no acceptance of the offer on the part of the voter. It was argued that the promise must be of something tangible, and that there was no promise which, if accepted, would, putting aside the illegality, have supported an action. The judgment of the Court was given by Mellor, J., who said, "We cannot doubt that the words admitted to have been used by the defendant, viz., 'that the voter would be remunerated for what loss of time might occur,' did, under the circumstances, amount to an 'offer or promise' to procure, or endeavour to procure, money or valuable consideration to a voter in order to induce him to vote (at the election in question). The expression 'remuneration for loss of time' would necessarily convey to the apprehension of the voter, that if he would vote for a particular candidate he should receive, either directly from the person offering, or by his procurement, money or valuable consideration which he would not otherwise obtain; and any assurance of that kind, which can only be so understood, is calculated to operate on the mind of the elector as a direct inducement to vote for such candidate. If any authority were required to induce us to adopt this view of the transaction in the present case, it is supplied by that of *Cooper v. Stade*, 6 H. L. Cas. 746, which upon this point is not distinguishable in principle from the present case. It is so important to the public interest that electors should be left free to vote without any disturbing influence of any kind, that we feel ourselves bound, in construing the statute in question, to give full effect to the

plain meaning of the words used, and to apply them to the substantial facts of the case without raising subtle distinctions or refinements as to the precise words or expressions in which the promise or offer may be conveyed."

I agree that the judgment should be affirmed.

Appeal dismissed with costs.

DIGEST.

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From the American Law Review.

ABANDONMENT.—See FREIGHT.

ACTION.—See ESTOPPEL; INJUNCTION, 2.

ADMINISTRATION.—See EXECUTORS AND ADMINISTRATORS.

ADVANCEMENT.

Bequest in trust for L. for life, and after his death as he should by will appoint, and in default of appointment to L.'s children. The testator empowered his trustees at any time during L.'s life to apply a moiety of the trust fund "in or towards the preferment or advancement of L. or otherwise for his benefit, in such manner as the trustees should in their discretion think fit." Held, that the trustees might apply half the trust fund in payment of debts incurred by L. which absorbed nearly the whole of his income, and which L. could not pay from his own resources.—*Lowther v. Bentinck*, L. R. 19 Eq. 166.

AGENCY.—See PRINCIPAL AND AGENT.

AGREEMENT.—See VENDOR AND PURCHASER.

AMBIGUITY.—See LEGACY, 2.

ANNUITY.

An annuity was charged upon land with power of distress and entry; but the quarterly payments of the annuity fell due about three weeks after rent day. Held, that the annuitant must wait for payment until the rent day, and that no portion of the prior rent was to be kept in hand for the purpose of paying the annuity.—*Hasluck v. Pedley*, L. R. 19 Eq. 271.

APPLICATION OF SECURITIES.—See BANKRUPTCY, 4.

ASSENT.—See LEGACY, 4.

ASSIGNMENT.—See BOND; CHECK, 1.

BAILMENT.—See NEGLIGENCE, 3.

BANK.

The directors of a bank passed resolutions to increase the capital by the issue of 20,000