

EXETER ELECTION PETITION—DIGEST OF ENGLISH LAW REPORTS.

stances he and the counsel for the respondent had gone before Bramwell, B., who had drawn up a memorandum to be signed by them, but expressed the wish that the matter should be first brought before the Court. The memorandum was in these terms:—"Considering that the main object of the petition cannot now be attained, and that it is very doubtful whether by the dissolution of Parliament it is not abated and ended, which indeed we think it is; and there never having been any intention of charging Mr. Mills with personal bribery or corruption; we agree that all proceedings on the petition drop, and that the money deposited be paid out of court, and an order made to that effect." He now applied for a rule to carry out this arrangement. The statute (31 & 32 Vict. c. 125) said nothing as to a dissolution, but the 35th section said that a petition should be proceeded with, notwithstanding a prorogation, and the petition could not be withdrawn, because the statute said that in that event the petitioner should be liable to pay costs.

Lord COLERIDGE, C.J.—Before the Act passed the Parliamentary practice was that a petition dropped by dissolution, and you say that as the Act says nothing upon the point this practice continues. You simply want a rule that the money should be paid out of court.

Petheram said that he was instructed to consent to a rule that the money should be paid out of court on the distinct statement that there never had been any intention of charging Mr. Mills with personal bribery or corruption.

Lord COLERIDGE, C.J.—We have nothing to do with that. I am of opinion that the Queen having been pleased to dissolve Parliament—of which the Court will take judicial notice—a case has occurred which is not provided for in the 31 & 32 Vict. c. 125; and therefore we must guide our proceedings by the old Parliamentary practice, according to which a petition dropped or abated by a dissolution. This being so, I have no doubt that there should be a rule to return the £1,000 which has been deposited.

Rule absolute granted.*

* Sittings in Banco.—Before Lord COLERIDGE, C.J., and KEATING and DENMAN, JJ.)

DIGEST.

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FOR AUGUST, SEPTEMBER, AND OCTOBER, 1873.

From the American Law Review.

ABANDONMENT.—See CHARTER-PARTY, 2.

ACCESSORIES.—See EXTRADITION.

ACTION.—See CONTRACT, 3; PRINCIPAL AND AGENT, 2; RENT CHARGE; THEATRICAL ENGAGEMENT.

ADVANCE AGAINST FREIGHT.—See CHARTER-PARTY, 3.

AFFIDAVIT OF DOCUMENTS.

Where a bill was filed by the Republic of Liberia, the plaintiffs were ordered to file the usual affidavit, stating what documents, if any, they had relating to the matters in question.—*Republic of Liberia v. Imperial Bank*, L.R. 16 Eq. 179.

AGREEMENT.—See CONTRACT.

ALIMONY.

A husband who had been separated from his wife for many years had covenanted to pay, and had paid, a small annuity to his wife. The husband instituted a divorce suit against his wife because of her adultery, and the wife petitioned for alimony because of her husband's fortune having largely increased since said covenant to pay an annuity. No alimony was allowed.—*Powel v. Powel*, L.R. 3 P. & D. 55.

ALTERNATIVE CONTRACT.—See DAMAGES, 2.

ANNUITY.

The defendants by their negligence caused the death of R., who was under covenant to pay the plaintiff an annuity of £200 during their joint lives. An "accountant," acquainted with the business of life insurance, after referring to the "Carlisle Tables," testified as to the value of an annuity of £200 for the life of two persons of the respective ages of R. and the plaintiff. The judge instructed the jury that they might calculate the damages which the plaintiff was entitled to recover, by ascertaining the sum of money which would purchase an annuity of £200 for a person of the plaintiff's age, according to the average duration of human life. *Held*, that said witness was competent, though not an actuary; but that as the plaintiff had lost an annuity for the joint lives of herself and R., and as an annuity upon the plaintiff's life only would be of greater value, said instructions were erroneous.—*Rowley v. London and North Western Railway Co.*, L.R. 8 Ex. (Ex. Ch.) 221.

ARBITRATION.

Two parties, between whom there was great hostility, left certain matters in dispute to two arbitrators, who were to select a third. During the arbitration one of the parties lunched at his expense the arbitrator whom he had appointed the third arbitrator, his solicitor, a