

shewn that the forty votes were cast for the respondent.

Held, though this objection came within the East Elgin Case, 4 App. 412, there appeared to be too much doubt about the question to strike out the allegation; for, *Semble*, that a person who has voted without a right to do so is not entitled to the protection of the statute as to secret voting, and that an elector should not be prevented from showing that the elected member obtained his majority through bad votes. *In re West Huron Election*, 433.

2. *Dominion election case—Jurisdiction of High Court of Justice—Entitling of petition—Delivery to officer of Court of Queen's Bench—Security—Mode of depositing.*—The Court of Queen's Bench is an existing Court for the presentation and trial of Dominion controverted election cases, notwithstanding the Ontario Judicature Act, 1881.

The petition in this case was intitled, "In the Queen's Bench, High Court of Justice, Queen's Bench Division," and was delivered, without any special instructions to him, to an officer of and in the office of the Queen's Bench Division, with whom and in which the business of the Court of Queen's Bench had formerly been transacted, and the officer entered it in the procedure book of the Queen's Bench Division.

Held, that the words "High Court of Justice, Queen's Bench Division," added in entitling the petition, might be rejected as surplusage, and that the petition had been properly presented in the Queen's Bench.

Held, also, that the act of the officer in entering it in a wrong book should not prejudicially affect the petition.

The deposit of \$1,000 was given

to the clerk at the same time, but it was afterwards paid into a bank under the direction of the accountant of the Supreme Court. *Held*, that having been properly paid to the clerk, the subsequent disposition of it could not affect the petitioner.

An election petition need not shew the time at which the return of the respondent was published in the *Gazette*. *In re Russell Election Petition*, 489.

PARTIES.

Necessary parties to petition under Vendors and Purchasers Act.—See WILL, 1.—INFANTS.

See PRINCIPAL AND SURETY, 2.

PARTNERSHIP.

Partnership action—Costs.—Where, on the dissolution of a partnership between the plaintiff and defendant, it was agreed that the defendant should wind up the concern, and the plaintiff having demanded a statement of account, the defendant rendered an untrue and imperfect one, whereupon the plaintiff brought this action for a winding-up, claiming that the defendant was indebted to him on account of partnership assets received, which the defendant denied, and the plaintiff succeeded.

Held, that defendant must pay the costs of the suit. *Carmichael v. Sharp*, 381.

PARTY WALL.

Opening of window in, restrained.—See BUILDINGS, 2.