

carrying electors on polling day. Though guilty he would not thereby be disqualified from acting as relator. There were no recriminatory charges against him; and his status as an elector was not in question. *The Dufferin Case*: Hodgins' El. Cases, 529: *Re South Renfrew*, *Ib.* 556, and *Re N. Simcoe*, *Ib.* 617.

Berthiaume was not notified that his disqualification would be sought. But such notice was unnecessary. He received notice of a charge that he had committed various acts of bribery, and in the particulars furnished such acts are stated to include the hiring of teams. Berthiaume accordingly had notice of a matter which if established results under sec. 249 in disqualification, and nothing more than the notice given was needed.

The motion on all grounds must be dismissed. A cross-appeal was abandoned upon the argument, and in any view that presents itself to me was not material to be considered.

Appeal and cross-appeal failing, I make no order as to costs.

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HON. MR. JUSTICE BRITTON.

MAY 2ND, 1913.

PEPPERAS v. LE DUC.

4 O. W. N. 1208.

*Contract—Illegality of Consideration—Refusal of Court to Interfere with or Enforce—Breach of Promise of Marriage—Subsequent Marriage of Plaintiff.*

BRITTON, J. *held*, that an agreement given in consideration of the cessation of illicit co-habitation would not be enforced by the Court, nor would the Court declare the same invalid.

That a plaintiff who has married another has no action for breach of promise of marriage.

Action for cancellation of a certain agreement, for damages for breach of promise and for moneys advanced to plaintiff. Counterclaim for a declaration that a certain lot at North Cobalt registered in plaintiff's name was defendant's property and for possession.

J. H. McCurry, for plaintiff.

G. A. McCaughey for defendant.

HON. MR. JUSTICE BRITTON:—The plaintiff and defendant, without being married, lived together for three or more years as man and wife. While so living the plaintiff, who