

Co. Ct.]

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should be treated as a printer's interpolation; that the perforated line was the lower boundary of Wood's compartment; that putting such an unauthorized line in the compartment, was to a certain extent setting a trap to catch voters. He referred to the directions for the guidance of voters, and cited 27th and 80th sections of the Act, and referred to Form I.

Richards contended such votes should be rejected. That the compartments as lined, were equal. That it would be unfair to allow Wood the larger space which he would have if the compartment ran to the perforated line. He cited 80th sections of the Act.

Held, that Mr. Deacon's contention was correct: that the lower line was an interpolation in Wood's compartment, and that he was entitled to all the space to the perforated line; in other words, the perforated line at the top of the counterfoil should (following the form given by the statute), be the lower line of Wood's compartment. The votes rejected (two), were added to his count, and those allowed by certain Deputy Returning Officers remained so.

There were other objections of various kinds urged, but they were mostly cases in which the question was as to ability to identify, or as to the improper formation of a cross. Some of these votes were allowed, others not.

One ballot for Wood had been allowed to Comstock, and one allowed Comstock was missing. The result of the recount was to add five to Comstock, and take ten off; to add four to Wood, and take eight off. This increased Wood's majority by one vote.

RECENT ENGLISH PRACTICE CASES.

BROWN V. NORTH.

Imp. O. 16, r. 8—Ont. r. 97—Married woman suing separately—Security for costs.

When a married woman applies to a Court or Judge for leave to sue without her husband, and without a next friend, under the above order, she should not be required to give security for costs if she possesses sufficient property available for the payment of costs in the event of her losing the suit.

[April 3, 1882.—C.A.L.R. 9 Q.B.D. 52.]

BRETT, L.J.—We took time to consult with other members of the Court of Appeal in order

that we might state what, in our view, is the general rule which should be followed in reference to a married woman giving security for costs under such an order as the one in question. We thought that the rule should be the same as that in the ordinary case of giving security for costs by an appellant; of course there may be special circumstances, and we do not attempt to lay down a hard and fast rule which never can be departed from, but the ordinary rule is this, that if it is stated, and not denied, that the appellant has no means to pay the costs of the respondent, then the appellant must give security for those costs. That being the general rule, subject to exceptions in certain cases, the Court sees no reason why it should be departed from in the case of a married woman . . . As a general rule, if she has no available means, and will go to law, she must give security for costs. But if she has available means to pay costs if she loses, the Court cannot see any reason for adopting a different rule in her case to that which is followed in the ordinary case, and she ought not, the Court thinks, in that case be obliged to give security for costs.

HOLKER, L.J., concurred.

[NOTE.—So far as this decision rests on the analogy of the practice in the case of appellants, *R. S. O. c. 38, sect. 26*, would seem to prevent the application of the analogy here. The *Imp. and Ont. rules* are, as regards the matter of this case, identical.]

VICARY V. THE GREAT NORTHERN RY. CO.

Imp. O. 55, r. 1—Ont. rule 428.

The discretion of the Court as to costs extends to the costs to be incurred in any future proceeding.

[June 26, 1882.—Q.B.D., L.R. 9 Q.B.D. 168.]

DENMAN, J.—By Order 55, r. 1, (Ont. rule 428) the costs of and incident to all proceedings in the High Court shall be in the discretion of the Court, and I think it is a reasonable construction of this rule that the Court should have the power, without waiting for the end of the proceedings, to order that the costs of any step in the proceedings should, in any event, be borne by one or other of the parties, having regard to his conduct in any previous matter which had occurred before that event. But even if the