F., being about to retire from business as a stock broker, handed over his stock transactions, including that with S., to C. to which S. consented. C. acknowledged to S. having received from F. the amount paid for margins on the stock which F. was instructed to buy. Neither F nor C having purchased the stock and set it apart as the property of S.:

HELD, affirming the judgment of the Court below, that C. was liable, in an action for money had and received, to refund to S. the amount so paid for margins.

Appeal dismissed with costs.

W. Cassels, Q.C., and *Cox* for the appel'ts. *Thompson* for the respondents.

Prince Edward Island.]

PRINCE COUNTY (P.E.I.) ELECTION CASE.

EDWARD HACKETT (Petitioner in the Court below), Appellant, and STANISLAUS FRANCIS PERRY (Respondent in the Court below), Respondent.

Legislative Assembly—Disqualification—Enjoyment and holding an interest under a contract with the Crown—What constitutes—39 Vic., ch. 3, Secs. 4 and 8, P.E.I.

The return of S. P. as member elect for the House of Commons for the Electoral District of Prince County, P.E.I., was contested on the ground that S. P. being a member of the Provincial House of Assembly, was not eligible to be a candidate for the House of Commons. At the trial it was admitted that S. P. had been elected to the Provincial House of Assembly at the general election in June, 1886, and that there had been no meeting of the Local House at the date of the general election for the Dominion House. S. P., prior to his nomination, gave to two members of the House of Assembly a written resignation of his seat, and at the time of the general election for the House of Commons S. P. had acquired for value and was holding a share in a ferry contract with the Local Government subsidized to the extent of $95 per annum.

The judge at the trial held that S. P. had not properly resigned his seat, as the Island Statute, 39 Vic., ch. 3 had not provided for the resignation of a member in the interval between the dissolution of one general assembly and the first session of the next general assembly, but held that his seat had become vacant under the provisions of the 4th section of the Provincial Act 39 Vic., ch. 3 (P.E.I.)

On appeal to the Supreme Court of Canada:

HELD, affirming the judgment of the Court below, Taschereau, J., dissenting, that S. P. enjoyed and held such an interest in a public contract as rendered his seat vacant in the Local House of Assembly (P.E.I.), under sections 4 & 8, 39 Vic., ch. 3 (P.E.I), and, therefore, that he was properly eligible for election to the House of Commons.

Appeal dismissed with costs.

Hodgson, Q.C., for appellant.
Peters, for respondent.

Nova Scotia.]

SHELBURNE ELECTION CASE.

ROBERTSON v. LAURIE.

Election petition—Service of copy—Extension of time—Discretion of judge—R.S.C., ch. 9, sec. 10.

HELD:—That an order extending time for service of the notice for the presentation of an election petition with a copy of the petition from five days to fifteen days by a judge in Nova Scotia, on the ground that the respondent was at the time at Ottawa, is a proper order for the judge to make in the exercise of his discretion under section 10 of ch. 9, R.S.C.

Appeal dismissed with costs.

R. Scott, Q.C., for appellant.
Graham, Q.C., for respondent.

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*SUPERIOR COURT—MONTREAL.**

Damages for issue of injunction — Probable cause—Prête-Nom—Annual report of company misleading.

HELD:—1. There is no right of action for damages resulting from the issue of an injunction or other civil suit, unless the suit were instituted without probable cause.

2. The fact that the injunction was taken by a *prête-nom* is not evidence of want of probable cause.

*To appear in Montreal Law Reports, 3 S. C.