The Legal News.

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BOWKER FERTILIZER CO. & CAMERON.

Our correspondent "E. B." draws an inference from our brief note on this case which the words do not justify. We did not intend to offer, and we did not offer, any criticism upon the ruling in appeal, save this, that the practice which had been followed for some years in the Superior Court, tended to greater expedition. For the rest, the Court of Appeal was called upon for the first time to interpret a portion of the Code of Procedure, and, of course, it was in no way bound by the rulings of the lower Courts. Moreover, it is of comparatively small importance in what manner a question of this kind is decided, so long as it is finally settled, and the profession have an authoritative ruling to guide them.

No one has questioned the policy of requiring security to be given: the only point was whether the law required the demand to be made within four days. If it did, it would not be a hard law. If a defendant is compelled to appear within one day, there would be no hardship in requiring him to ask for security within four days.

The question of exacting security from resident plaintiffs is a different one, and we must say that we sympathize to some extent with the remarks of our correspondent on this subject.

THE VACATION.

The long vacation commenced July 10. By an Act passed at Quebec during the last session, but which is not yet in force, the summer vacation will in future begin July 1, and extend to August 31 inclusive. It is also enacted that the Courts shall not be obliged to sit between December 20 and January 15, or between August 31 and September 10.

These intermissions are extremely beneficial to hardworked professional men, for though business of certain kinds proceeds, and has to be attended to throughout the year, yet the members of firms are enabled to divide the vacation between them, and to obtain in turn the total change so much desired, by flight to other scenes. Although life in our northern metropolis is not at the high pressure of more excitable cities, yet the following remarks from the *American Law Review* are applicable here :—

"Overwork is the bane of the time. Professional men and business men alike wreck themselves by excessive, unremitting toil. Hence, so many shattered nerves, early and sudden deaths, and disabled brains. So well recognized is this that we assume our readers, whether busy or not, weary or not, are already planning for a vacation. They owe this to themselves, their dependents, and their clients. It is a mistake, almost always, to say one cannot afford a vacation. The opposite is more nearly true. If one craves the gayeties of Saratoga, or of the seaside watering places, and can afford it, very well; though, to our notion, nature, and not society, is to be preferred by him whose brain needs rest, and whose nerves need quiet. In any event every one should for weeks, and, if possible, months, of this summer, quit the city and town for the pure air of the country. Go somewhere away from business and care and away from study. Do this, whether well or ill. It will help the strong to remain strong, the feeble to regain what they have lost."

The *Law Review* proceeds to speak of the places to which members of the profession may betake themselves. On this point we shall only say that if any of our contemporaries or brethren of that ilk chance to visit this "fringe of the Arctic zone" in the course of their holiday rambles, it will be a great pleasure to us to see them, and that we may usually be found at our office throughout the vacation between the hours of noon and five p.m.

SECURITY FOR COSTS.

To the Editor of the LEGAL NEWS:

SIR,—The impression left by your remarks in connection with the decision of the Court of Appeals in the case of *Bowker Fertilizer Co. & Cameron* is that you look upon that decision as a step backwards. In this, if I may be permitted to say so, you fail to appreciate the real bearings of the question. To reason as if a demand for security for costs were to be unfavorably treated, as most preliminary

exceptions are treated, and properly so, no doubt, is to mistake the character of a demand of security for costs in the case of foreigners. Such a demand manifestly cannot be confounded with that kind of pleadings which is generally resorted to for the mere sake of delay. It is a fair demand in every respect, and as the *fact* appears, as a rule, on the face of the writ—the *right* cannot be questioned.

This is obvious enough and the best evidence that the proceeding is a favorable one is that it is allowed to take the form of a motion unaccompanied by a deposit, although the code classes it among dilatory exceptions.

I should say that, on principle, a foreigner should be liable to be called upon at any stage of the proceedings to give security for costs.

I would go further still and would hold that with the view of checking unjust claims, the costs, in all cases, should be secured in some proper manner in the case of resident plaintiffs, as well as in the case of non-residents.

In France under the ordinance of 1667 the payment of costs was enforced by imprisonment, at the discretion of the judge, and such, I believe, is the law in England now. And this is as it should be, since the institution of suits without justification is a species of personal wrong (*délit*).

With us the most frivolous suits are brought, not unfrequently too by plaintiffs who proceed *in formâ pauperis*,—and their dismissal entails in some instances the expenditure of much time and heavy amounts. It is a hardship and a nuisance that the costs should not be secured, in cases of that sort at any rate. Our courts, I believe, have, as the law stands, the power to order imprisonment for the costs, in cases where the institution of the suit and its prosecution constitute a personal wrong (*délit*). When they exercise that power, and the time is not distant when for their own protection they must, the propriety of giving every facility to a defendant to obtain from a foreigner the security which the nature of the case admits of will no longer require to be enforced by argument. E. B.

NOTES OF CASES.

COUR DU BANC DE LA REINE.

MONTRÉAL, 31 mai 1884.

DORION, Juge en chef, MONK, TESSIER, CROSS, BABY, JJ.

LAREAU v. DUNN et al.

Exception de bornage—Identité d'un lot constaté par tenants et aboutissants—Possession de bonne foi—Articles 412 *et* 417 *C. C.*

Le 28 août 1877, William McGinnis prit une action pétitoire contre Pierre B. Lareau. Il est allégué que le demandeur a acheté, le 11 novembre 1854, des MM. Keyes, cinq lots de terre, 3 x 30, situés dans la 8me concession de la paroisse de Ste. Brigide, savoir, les lots Nos. 99, 100, 101, 102 et 103. Le défendeur Lareau acheta du seigneur Rallond, le 18 mai 1857, le lot No. 104, 3 x 30, voisin par conséquent des lots de McGinnis. Le lot No. 105 fut vendu par le seigneur Rallond le 10 décembre 1851, à Moïse Daigneau, qui se trouvait par conséquent le voisin sud du défendeur Lareau. L'action pétitoire allègue que le défendeur Lareau, au lieu de prendre possession du lot 104, prit possession et occupa le lot 103, la propriété de McGinnis. Lareau posséda à titre de propriétaire le lot qui lui avait été concédé et le cultiva pendant au-delà de vingt ans sans inquiétation, au vu et su de McGinnis. Finalement, en 1877, ce dernier s'aperçut qu'il lui manquait deux arpents et neuf perches de longueur sur 30 arpents de profondeur; il en conclut que le défendeur était en possession du lot qui lui manquait.

Le défendeur a plaidé à cette action, 1o. par des exceptions de prescription trentenaire et décennale; 2o. par une fin de non recevoir, alléguant que les procédures auraient du commencer par l'action en bornage; 3o. par une exception d'impenses.

La contestation fut liée sur ces prétentions.

Le 26 décembre 1878 la Cour Supérieure d'Iberville rendit un jugement interlocutoire par lequel les exceptions de prescription sont rejetées, et ordonne en même temps la nomination d'experts arpenteurs. Ces derniers firent un rapport favorable aux prétentions de la demande. Sur motion du défendeur

pour le faire rejeter la Cour rendit un second jugement interlocutoire, le 29 décembre 1879, par lequel elle renvoie la motion, mais admet en même temps certaines irrégularités, obscurités ou contradictions. Elle ordonne qu'une action régulière en bornage soit prise tout en tenant en suspens l'action pétitoire. Sur l'action en bornage, Joseph H. Tessier, arpenteur, fut nommé du consentement des parties. Le rapport de cet arpenteur fut favorable aux prétentions du défendeur Lareau ; il conclut que sa possession est en tout conforme à son titre ; en conséquence qu'il détient ce No. 104 de la 8me concession de Ste. Brigide. Le 31 mars 1883, la Cour adopta les vues des premiers arpenteurs et rejeta les conclusions de Tessier, et le 19 mai 1883, elle rendit un jugement final par lequel elle condamne Lareau à délaisser l'immeuble revendiqué, à payer les frais des deux actions pétitoire et en bornage, plus la somme de $1,184.50 représentant les fruits perçus par le défendeur pendant la détention de l'immeuble.

Au cours du procès, M. W. McGinnis étant décédé l'action fut reprise par ses héritiers et ayant-cause, Dame E. D. Dunn, ès-qual., et al.

Appel fut interjeté de ces jugements.

Le 31 mai la Cour d'Appel infirma les décisions de la Cour Inférieure. Voici les considérants du jugement :

"Considérant que par acte de vente du 18 mars 1857, l'appelant a acheté de l'honorable Jean Roch Rolland, alors seigneur de la seigneurie de Monnoir, le lot de terre désigné au dit acte comme étant le No. 104 dans l'augmentation de la dite seigneurie, contenant trois arpents de front sur trente arpents de profondeur, plus ou moins, bornée en front par les terres de la septième concession, en profondeur par les terres de la neuvième concession, d'un côté par William McGinnis, d'autre côté par Moïse Daigneault, sans bâtisses et en bois debout ;

"Considérant que cet acte a été enregistré et que depuis la date du dit acte, le dit appelant a été, jusqu'à l'institution de cette action, le 20 août 1877, c'est-à-dire pendant plus de vingt ans, en possession du dit immeuble sans trouble ni inquiétation quelconque ;

"Considérant qu'il appert par la preuve en cette cause que le lot que le dit appelant a ainsi possédé est bien le lot qu'il a acquis du dit Jean Roch Rolland, joignant d'un côté le lot No. 103 appartenant aux intimés—comme représentant feu William McGinnis, et le No. 105 qui appartenait à Moïse Daigneault, lors de la vente faite à l'appelant ;

"Considérant qu'il y a erreur dans le jugement interlocutoire du 25 décembre 1878 qui a prématurément rejeté les exceptions de prescriptions de dix et de vingt ans avec titres, avant de déterminer si l'appelant possédait réellement le lot qu'il avait acheté de l'honorable Jean Roch Rolland le 18 mars 1857, et en rejetant l'exception par laquelle l'appelant opposait à l'action du demandeur ce moyen, qu'il aurait du procéder par action en bornage et non par action pétitoire, la preuve ayant constaté qu'il était nécessaire de procéder au dit bornage, ce qui a été reconnu plus tard par la Cour de première instance, qui a elle-même ordonné qu'une action en bornage fut intentée afin de déterminer les limites des héritages des parties avant d'adjuger au pétitoire ;

"Considérant qu'il y a erreur dans le jugement interlocutoire du 29 décembre 1879, qui, avant d'adjuger sur l'action pétitoire, a ordonné que les procédés sur cette action fussent suspendus jusqu'à ce que le demandeur, que représentent aujourd'hui les intimés, eut adopté les procédés nécessaires pour déterminer la ligne délimitative des lots 103 et 104 par la voie d'un bornage régulier ;

"Considérant qu'il y a également erreur dans le jugement interlocutoire du 31 mars 1883, qui a ordonné, entre l'appelant et les intimés, un bornage dans la prétendue ligne de division entre les lots 103 et 104 tout en déclarant que l'appelant n'avait aucun droit au lot qu'il avait possédé depuis le 18 mars 1857 en vertu de l'acquisition qu'il en avait faite de l'honorable Jean Roch Rolland, ce qui le rendait incompétent pour procéder à un tel bornage ;

"Considérant qu'en supposant que dans l'acte de vente du 18 mars 1857, il y aurait eu erreur dans la désignation du numéro de l'immeuble vendu, cela ne pouvait affecter l'identité du lot qui était désigné par tenants et aboutissants et comme joignant

d'un côté le lot appartenant à Moïse Daigneault;

"Et considérant que lors même que le lot que l'appelant a possédé depuis plus de vingt ans ne serait pas celui qu'il a acquis par l'acte du 18 mars 1857, sa possession, qui a duré plus de vingt ans sans interruption à la connaissance des intimés et de leur auteur, aurait été de bonne foi, et dans le cas d'erreur, aurait été basée sur une erreur commune, et qu'à raison de sa bonne foi, et en vertu de l'article 412 du Code Civil, l'appelant a fait les frais siens, et qu'il ne pouvait être condamné à payer une somme de $1,184.50, mais qu'au contraire il aurait le droit de répéter ses impenses et améliorations aux termes de l'article 417 du même code;

"Considérant que l'action pétitoire du dit William McGinnis, que les intimés représentent, est mal fondée;

"Considérant que l'action en bornage portée par le dit William McGinnis en ordre de la Cour de première instance comme incidente à la dite action pétitoire, est aussi mal fondée;

"Considérant qu'il y a erreur dans le jugement final rendu par la Cour Supérieure siégeant dans le district d'Iberville le 19 juin 1883;

Cette Cour casse et annule les dits jugements interlocutoires et le dit jugement final, et procédant à rendre le jugement que la dite Cour de première instance aurait dû rendre, renvoie tant l'action pétitoire que l'action en bornage intentés par feu William McGinnis, représenté par les intimés, et condamne les dits intimés à payer à l'appelant les frais encourus sur ces deux actions en Cour de première instance, moins les frais d'arpentage qui seront divisés entre les parties, et cette Cour condamne de plus les intimés à payer à l'appelant les frais encourus sur cet appel, et ordonne à Germain Chouinard, séquestre nommé en cette cause, pour régir et administrer le dit immeuble réclamé en cette cause pendant le litige, de livrer la possession du dit immeuble au dit appelant, avec réserve de tout droit à une reddition de compte, et la Cour sur motion de Edmond Lareau, Ecuier, Avocat de l'appelant, lui accorde distraction de frais."

L'hon. juge Cross, dissident.

Edmond Lareau, avocat de l'appelant.

Barnard, Beauchamp & Barnard, avocats des intimés.

SUPERIOR COURT.

COTEAU LANDING, July 2, 1884.

Before JOHNSON, J.

FLAVIEN CHOLETTE, Petitioner, and JAMES W. BAIN, Respondent.

The Soulanges Election Case—Dominion Elections Act of 1874 *and Amendments—Intimidation—Corrupt Practice.*

The serving of a notice upon persons, warning them that they are not entitled to vote, and threatening them with the legal consequences if they vote, is not an interference with the exercise of the franchise.

Where voters drank and caroused on the road to the poll, but there was no evidence of treating by an agent of the candidate, held not to affect the election.

PER CURIAM. This petition asks that the election of last December should be set aside, and the respondent be personally disqualified. It includes in its allegations all the acts of corruption known to the law.

The respondent's answer is an express denial of the truth of every averment in the petition, and also denies the alleged qualification of the petitioner. There is a formal admission of what is alleged in the petition from allegation No. 1 to No. 5 inclusively—covering the holding of the election at the time alleged—the nomination on the 20th and the voting on the 27th December. That the candidates were Mr. Bain and Mr. DeBeaujeu, the former of whom was returned, and his return published in the *Official Gazette*, and that the petitioner is a qualified elector.

Ninety-nine particulars were contained in the bill filed by the petitioner, and six days were taken to hear the witnesses; 108 in number for the petitioner, and 20 for the respondent.

A great number of the particulars were touched more or less by the evidence, but the cases relied upon finally at the hearing are few in number.

There is first of all what I may call the principal case, from the point of view of the petitioner—and I must say it was put with great ability by Mr. Monk—that part of the case which rested on a plan argued, and supposed to have been agreed upon by the respondent and his agents, to prevent a number

of the supporters of Mr. DeBeaujeu from voting. It was said for the petitioner that the previous election between the same candidates, and which had been set aside, had resulted in a majority of only three for Mr. DeBeaujeu; and thence it was argued that there was an object—a necessity to redouble every effort on the respondent's side—and that every vote became almost vital to the contest. This is true, no doubt, to that extent; but it was pushed, I think, a little too far when it went to saying that this accounted for, or rendered necessary, the resort to undue influence or intimidation of the sort complained of here. The respondent may have legitimately desired to get all the votes he could and to exclude all the votes he could, but not necessarily to do either the one or the other by illegal means. There may have been an object legal or illegal, without a plan, or a conspiracy as it was even called. No doubt it may have been expected that the contest would be a close one, but plan or no plan, the question is whether there was an attempt by intimidation to prevent the votes being given. The point is whether the respondent broke the law: not what were the temptations to his doing so, but whether he yielded to such temptations.

Now, taking this charge as a whole, and comprising all the various means alleged to have been used to intimidate the voters, and prevent them from voting, it may be shortly stated to be this: at the previous election a number of voters had been reported by the judge, and there had been actions for penalties importing disqualification against some of them; and when the present election came on, the respondent and his supporters seem to have been of opinion that these persons could not validly vote, and they asserted, and tried to give effect to this pretension both by words and by deeds. They made speeches, and they served printed notices on the objectionable voters. We have these speeches and these notices before us. They are proved by Mr. Cornellier, Mr. Paradis and Mr. Champagne and many others, as far as the speeches are concerned; and the notices are printed and speak for themselves.

If there were any doubt as to the meaning of Mr. Cornellier's speech at St. Zotique (and making due allowance for party feeling, I really think that the witnesses on both sides agree pretty much as to what was said,) there could be none as to what was really meant; for unless we assume that they meant one thing on one day and another on another day, we have in writing in the notice just what was the position taken by the respondent and his agents in this matter; and it is not pretended that the tenor of the speeches was different from that of the notices.

This is the notice *verbatim*:—

Je, soussigné, agent dûment autorisé de James William Bain, écuyer, l'un des candidats à la présente élection, objecte au vote de Charles Cholette fils, de St-Zotique, électeur, apparaissant à la liste électorale de l'arrondissement No. 8, et qui s'est présenté pour voter sous le numéro huit du cahier de votation du Poll No. 8.

Et pour raisons au soutien de cette objection, je déclare en ma qualité susdite que je m'objecte à ce que le présent électeur ne donne son vote, attendu que par jugement prononcé le six octobre dernier (1883) à Coteau Landing, dans la cause de *contestation d'élection*, dans laquelle Stanislas Filiatreault, commerçant du Coteau Landing, était pétitionnaire, et G. R. L. G. H. S. de Beaujeu était défendeur et inscrite sous le numéro trois des dossiers de la Cour Supérieure siégeant sous l'acte des élections fédérales contestées de 1874 et amendements, le dit jugement prononcé par Son Honneur le juge Loranger—le dit Charles Cholette fils, après avis, dûment signifié sur lui et trouvé suffisant par le dit jugement après contestation, a été trouvé coupable de manœuvres frauduleuses et menées corruptrices au sens du dit acte, et rapportées en conséquence à l'orateur de la Chambre des Communes du Canada, et que partant il est devenu électeur déqualifié (scheduled briber) au sens de la section 104 du dit acte des élections fédérales contestées de 1874 et amendements, et ce pour huit années à venir à dater du six octobre dernier 1883, et qu'il ne peut voter à la présente élection.

Je requiers également l'assermentation du dit Charles Cholette fils, et demande que la présente objection soit notée au dos du bulletin qui sera délivré (si aucun ne l'est) en par le sous-officier rapporteur mettant au dos du dit bulletin, s'il en délivre un, le même numéro que celui de l'objection pour que sa décision puisse être révisée par la Cour, au cas de *scrutiny*.

St. Zotique, 27 décembre 1883.

A. CORNELLIER,
Agent autorisé de
J. W. BAIN.

Now that notice may be objectionable as to the requirement to make a note of it upon the ballots of the voters: I think it was objectionable in that respect, and if this were a scrutiny of votes to ascertain the majority, very possibly those ballots so marked would

be set aside; but it is not that—neither is it a proceeding for a penalty against a returning or deputy-returning officer. I am asked to look at this matter as one that may avoid the election, and dispose of the rights of the electors; and unless I can find that what was done amounted to undue influence and intimidation calculated to prevent the votes being given, I cannot say that there has been no election on account of the steps taken with respect to these persons supposed to have been disqualified. Now what was done by the agents in their speeches was to contend that these men could not vote validly: not to contend that they could not vote at all; on the contrary, the express words sworn to by Mr. Cornellier were: "Vous pouvez "voter, mais seulement nous nous prévau- "drons de notre droit pour vous en punir, "et pour mettre de côté les votes que "vous donnerez." He warned. He did not threaten. He gave notice that he would exercise his right under the law of the land; not to prevent the vote being given; but to prevent the effect of it afterwards. As a general thing I should say that a threat must be of something within the power of the party threatening, of something that he could do or effect of himself; and that to say you will abide by the law or by the judgment of the courts upon the law is not of itself unlawful. I do not deny that there may be cases where a threat that you will put the law in force against a person if he votes one way or another, or if he votes at all, may be unlawful. Where the warning conveyed is a mere pretence to affect the vote would be an instance; and there are others that will occur to every one; but there is nothing of that kind here. The notice makes it plain that what the party wanted to do was to prevent the effect of votes that he considered illegal, and to take steps to preserve his right in case of a scrutiny. The same notice in substance was given, on behalf of the candidate not returned, to one of the voters (Jules Leblanc), and it was accompanied by the same objectionable (as I think) requirement to note the protest on the back of the ballot. This, of course, would prove nothing, except that at the time the thing was being done, Mr. Champagne, who was the agent who did it, did not look upon the proceeding as an improper one. In my opinion the great object of the law is to provide for freedom of election—not for freedom of voting merely, but for freedom to all the electors to assert their rights and pretensions in a legal manner; and I cannot see that anything more than that was done in connection with this charge. It should be said also that not one of these persons was prevented from voting, but on the contrary they voted, every one of them. The law which is invoked is directed against the exercise of *force, violence or restraint, or threats of inflicting injury, damage, harm or loss, or in any manner practising intimidation upon or against any person in order to induce or compel such person to vote or refrain from voting, or interfering with the free exercise of the franchise.* I do not find that the exercise of the franchise was interfered with at all, but means were taken to preserve the right of questioning the validity of the votes, after the franchise should have been exercised. I therefore do not extend my examination of this charge to ascertain if this was one of the cases where a threat to resort to the law may have been made in an abusive manner. I say that, as a general thing, to threaten persons with the legal consequences of an act is to tell them to keep within the law; and to tell them of the consequences of their act, with a view merely of announcing your dissent from their right, and your determination to raise the question properly after the vote is given, is not to infringe the law with a view to prevent the vote being given. These observations are intended to apply not only to the announcement by Mr. Cornellier at St. Zotique, and to the printed notices to the voters, but to all the other instances, of which there are several, where the supporters of Mr. Bain told any of these men that their votes would be objected to. Upon the whole of this subject, considering the technical difficulties in their way, and there being only one list of voters, both for federal and for provincial elections, I do think upon the whole, apart from the marking of the ballots, which was objectionable, but was not an impediment to the vote being given, that the respondent's agents took reasonable measures to raise a question of

law merely, and though I do not say that it is always a necessary part of undue influence that there should be the express intention if the act is of a nature to influence unduly; yet I cannot see that the steps taken here could impede the giving of the vote at all. On the contrary, there is express evidence that Cornellier said: "Je ne vous dis pas que vous ne pouvez pas voter; au contraire, je vous dis que vous pouvez voter;" and the concluding words of the notices show distinctly that the right to object was intended to be reserved, and to serve in case of a scrutiny.

The next two charges related to Liboiron getting work for Vendette at Mahen, in chopping wood; and to the case of Charbonneau, a cripple and a beggar, but a voter for all that, who got broken victuals from Mme. Hudon. I am clear that neither of these cases had anything to do with the election.

The charges against Dutrizac and against Sauvé, were admitted to be without importance.

The case which was noticed next in order was one upon which there was certainly something to be said, and to which the learned counsel for the petitioner did full justice from his point of view.

It consisted in this: There were some votes, two or three I think, at or near a place called Fournierville, where one Morille Malbœuf, who was not a voter, resided. Before the polling Liboire Constant wrote to Malbœuf and asked him to give notice to the electors about there of the day fixed for voting. Malbœuf did so, and the day before the polling, they all came down together as far as Kenyon where they took the railway, and came on to vote, and on the road they all drank, and one of them at least, was a good deal the worse for it. There is no doubt this man, Malbœuf, looked upon the occasion as one of great fun and hilarity. He said: "*nous allons nocer.*" If this word were the equivalent of the latin '*nocere*,' it would have been an unconsciously correct expression. They all appear to have taken too much—and he himself in particular: but the charge, if it has anything in it, means that Liboire Constant treated them to get their votes—as to which there is absolutely no evidence at all. Then, if it were contended that Malbœuf himself were the party treating,—and it *was* so contended—(and the particular was amended by leave of the Court to include that) there would still be no evidence of agency. The request to give notice of the day of polling made Malbœuf a messenger or agent for that purpose, but no further. He was not an elector himself, and the others all had their minds made up when they started as to whom they were going to vote for, and no inducement of any kind appears to have been either required or used. The question is, was there any treating by an agent of the candidate—and there is no evidence that there was. The voters themselves caroused on the road; and when they reached Kenyon, their passage was paid on the railway; but that has nothing to do with the charge of treating, nor is there any evidence, how or by whom it was paid. It certainly was not paid by Malbœuf, though he knew it would be paid; for he told Seguin so. I am afraid there is no law efficient to prevent men from making beasts of themselves, though there is to prevent them from making beasts of others in order to get votes.

One François Lalonde, who was an agent of Mr. Bain, was charged with making a promise to Jos. Lalonde. Jos. Lalonde says the other asked him to vote if not for, at all events, not against them, and on the voting day, they met again, and François Lalonde said: "*Je m'en souviendrai.*" This is admitted to be very vague; and it may mean possibly either to convey thanks for his vote, or the reverse; but we have no means of knowing how he voted, and cannot decipher what was meant: certainly if it was a promise, it would be difficult to say of what, and François Lalonde on his oath denies using the words.

The case of Stanislas Filiatrault was: 1st, that he had sent money to Guilbault to come and vote — which is contrary to the fact proved. He certainly said that he wanted to send Guilbault $4; but the money never was sent; 2nd, that he had paid the taxed expenses of some witnesses. The list of these payments was produced; it is a list of persons taxed and paid at different times with money received for that purpose from

the Clerk of the Court, and was quite unconnected with any inducement to vote. As to his conversation with Devau, he appears to have kept the amount of the taxed expenses to pay a private debt; but it had nothing to do with the election. Devau says this was before the election—Filiatrault says it was during the election; but his son was present, and confirms what he says.

The last case argued was that of Firmin Hudon, for giving a railway ticket to Arsene Theoret. Hudon and Theoret were both examined, and denied it. But Ludger Brasseur and J. B. J. Prevost, both of them partizans of the candidate not returned, were brought up, and said they saw Hudon hand Theoret a ticket, and also buy several tickets from the agent. On the other hand, besides Hudon and Theoret as against Brasseur and Prevost, the ticket agent himself is brought up, who positively contradicts both of the last men and witnesses as to Hudon getting several tickets, and Mr. Pharand, who was also present in the office when Hudon got his ticket, swears also that he got only one. Besides this there is the evidence of Dr. Mousseau, Thos. Goodwin, Latour, Joseph Theoret and Jos. Henry, who testify that Hudon got only one ticket, and gave none to Theoret. Mace was recalled by me owing to a misapprehension in the course of the argument of what he was supposed to have said; but he distinctly swore that Hudon got only one ticket that day. The evidence, therefore, is overwhelmingly against the truth of this charge.

It is unnecessary to make any further observation upon the case, except to say generally that the impression made upon me by the evidence is that the election was conducted with scrupulous regard to the law. The petition must be dismissed with costs.

Petition dismissed.

F. D. Monk, for Petitioner.

Ouimet, Cornellier & Lajoie for Respondent.

CIRCUIT COURT.

WATERLOO, July 5, 1878.

Before DUNKIN, J.

WILLIAMS v. SEALE.

Militia service—Allowance for annual drill.

The Captain of a company of volunteers is not the personal debtor of a private in his company for the payment of the amount allowed such private for his annual drill.

The plaintiff, a volunteer in defendant's company, was allowed by the Government the sum of $6 for his annual drill. After the receipt of the money from the Government as set forth in the pay roll the defendant notified the plaintiff to come to his office and receive his pay. The plaintiff refused and sued the defendant, alleging that the defendant had promised to pay him, but had kept the money. The point in the pleadings upon which the judgment turned is covered by the *considérants* of the judgment.

PER CURIAM. "Considering that the sum of money sought to be recovered in and by this suit is a sum of money held by the defendant as an officer of militia for payment of militia service, and in respect of his disposal of which he is amenable to militia authority: and that he is not personally debtor thereof to the plaintiff, in such wise as to entitle the plaintiff to sue him therefor as by this suit he assumes to do, doth dismiss plaintiff's action with costs."

Girard & Girard for the plaintiff.

Jno. P. Noyes for the defendant.

THE BAR EXAMINATIONS.

The following is a list of the successful candidates at the Bar examinations, which were held at Three Rivers on Wednesday, Thursday and Friday of the present week:

For Practice.—J. M. Tellier, J. Bouffard, L. A. Lefebvre, C. A. Duclos, J. E. Martin, L. P. Brodeur, J. Beauset, Alex. Falconer, C. S. Campbell, F. S. Maclennan, L. A. Rinfret, J. O. C. Olivier, L. A. Lavallée, L. D. Morin, C. E. Dorion, G. Coffin, N. T. Rielle, C. Bruchesi, G. H. Plourde, A. E. Merrill, John S. Buchan, G. Marchand, J. Leonard, E. E. Mallette, E. G. Paré, L. N. Bernard, and F. A. McCord, equal; F. Hague, A. A. Adam and A. E. Beckett, equal; S. Sylvestre, C. S. Roy, E. L. Desaulniers, L. Bélanger, A. McConnel, L. E. Charbonnel, G. A. Brooke, J. H. Rogers, L. J. R. Hubert.

For Admission to Study.—A. Beaudry, L. Brunet, A. Taschereau, A. Turgeon, J. A. D. Brodeur, Jas. Mahon, Ludger Alain, E. Fontaine, H. A. Beauregard, E. Taillefer, M. Beauparlant, L. P. Birard, R. L. Murchison, A. P. Bryson, J. Desaulniers, P. O. Lavallée, Alfred Monk, E. Bourgeois, J. D. Guay, P. J. Jolicœur, L. E. Pélissier. In the examination for admission to study nine candidates failed to obtain the required number of marks.