

4. Paragraphs of the petition which do not allege any corrupt practice within the meaning of that term as used in the Act are not demurrable on that ground, and objections to such paragraphs on the ground that they ask for a scrutiny and claim the seat on behalf of the defeated candidate should not be allowed. See sections 16, 67, 90 and 129, also Imperial rule 7 and Manitoba rule 19.

5. It is sufficient proof under section 183 R.S.M. 1902, c. 52, of the right of the petitioner to vote, if it be shewn that his name is on the last revised list of electors for the whole electoral division, or if it be shewn that his name is on the list actually used by the deputy returning officer, and received by him from the returning officer at the election, together with proof of the identity of the petitioner in either case.

6. It is, however, necessary that the petitioner should establish that he is not disqualified as an elector under section 184 of the Election Act, and to shew that he is a male, twenty-one years of age, a British subject by birth or naturalization, and is not disqualified in any of the several other ways enumerated in that section.

7. The petitioners should, however, be allowed to adduce further evidence to meet this last objection upon payment of any costs occasioned by further attendance of the respondent's solicitor. The petitioners were allowed three weeks, or such further time as upon special application might be allowed, to furnish the necessary evidence of their qualification under section 184 of the Act.

An appeal from the above judgment as to allowing additional evidence to be put in to prove the status of the petitioner, dismissed with costs.

O'Connor and *Blackwood*, for the petitioners. *A. J. Andrews*, for the respondent.

Full Court.]

YASNE v. KROUSAN.

[Nov. 25, 1907.]

Contract — False representation — Rescission — County Courts Act, R.S.M. 1902, c. 36, s. 61 — Equitable relief in County Court action.

The plaintiff's claim was to recover the sum of \$85 paid to the defendant under an agreement of sale which he alleged had