

3rd. That the said James E. Smith at the time of the said election was disqualified in this, that he had at the time of the said election an interest in contracts with or on behalf of the corporation of the City of Toronto, effected with or on behalf of the said corporation, or the school trustees of the said City of Toronto, by him, the said James E. Smith, as agent of the Imperial Insurance Company for the insurance against loss by fire of certain schoolhouses and appurtenances in the said City of Toronto, all of which contracts were subsisting at the time of the said election and still are subsisting contracts, the premiums therefor being paid directly or indirectly by the corporation of the said City of Toronto; and the said James E. Smith being paid by said company by commission or salary proportionate to the amount of risks for valuable consideration in that behalf, secured by him for the said insurance company or otherwise to the same effect.

4th. That the said James E. Smith at the time of the said election was disqualified in this, that he at the time of the said election had an interest by himself or his partner or partners in a contract or contracts with or on behalf of the corporation of the said City of Toronto, or the school Trustees of the said City of Toronto for the leasing or renting by him the said James E. Smith, his partners or partner, of two houses on Centre Street in the said City of Toronto, used as schoolhouses in said city, the rent therefor being paid directly or indirectly by the corporation of the said City of Toronto, and the said contract or contracts being subsisting at the time of the said election and still subsisting.

The relator made affidavit that he is a resident freeholder in the City of Toronto, having real estate sufficient to entitle him to become an alderman of the council of the corporation of the said city. That he was a candidate for the office of alderman for the Ward of St. John, in the said City of Toronto, at the last municipal election, holden in and for the said ward in said city on Monday and Tuesday, the second and third day of January last past. That Robert Moodie, of the said City of Toronto, innkeeper, and James E. Smith, of the said City of Toronto, merchant and insurance agent, were also candidates at said election in and for the said office of aldermen in and for the said ward. That according to law the said ward was and is entitled to be represented in the council of the said city by two aldermen and two councilmen. That at the close of the said election the votes for aldermen in said ward stood as follows:

Robert Moodie.....	635
James E. Smith.....	563
John Bugg.....	388

That the said Robert Moodie and James E. Smith were thereupon declared duly elected as aldermen for the said ward, and have since accepted the said office. That the said James E. Smith was before and at the time of the said election a member of the firm of J. E. Smith & Co., wholesale dealers in the said City of Toronto. That the said James E. Smith was before and at the time of the said election, and still is an agent for the Imperial Insurance Company for the purpose of accepting risks for and on behalf and in the name of the said company against fire, on houses and other tenements. That the said Jas. E. Smith was also, as deponent was informed and

verily believed, before and at the time of the said election the owner by himself, his partners or partner, of two houses situate on Centre Street in the said city before and at the time of the said election, rented for school purposes in said city as hereinafter mentioned. That the said James E. Smith was, as deponent was informed and verily believed before and at the time of the said election, and still is paid for his services as agent of the said insurance company, by salary or commission, in proportion to the number of risks secured by him for valuable consideration in that behalf for said insurance company or otherwise, to the effect last mentioned. That the said Jas. E. Smith acting as agent for the said insurance company, has induced the said corporation to insure against loss by fire with said insurance company the following public buildings and personal property of the corporation of the said city, for the amounts and at the rates and for the premiums undermentioned:

	Amount.	Rate.	Premium.
Crystal Palace.....	\$8,000	at 20s.....	\$80 00
House of Refuge.....	4,000	at 12s. 6d.	25 00
New Gaol.....	6,000	at 12s. 6d.	37 50
St. Lawrence Hall and Arcade.....	8,000	at 12s. 6d.	50 00
Furniture in City Hall.....	2,500	at 15s.....	18 75
	\$28,500		\$211 25

That all the said insurances had been, as deponent was informed and verily believed, effected by the said James E. Smith with the said corporation during the months of November, December and January last past; and that as deponent was informed and verily believed, receipts for premiums paid were, at the times of payment of premiums, given by the said James E. Smith to the said corporation. That the said James E. Smith, acting as agent for the said insurance company, induced the said corporation, or the board of school trustees for the City of Toronto, to insure against loss by fire with him, the said James E. Smith, on behalf of the said insurance company, the following common schoolhouses in said city for the amounts and for the premiums undermentioned:

	Amount.	Premium.
Palace Street School.....	\$6,900 ...	\$58 75
Givens Street School.....		
Additional Building of Louisa Street School .....		
George Street School.....	2,000 ...	12 50
	\$8,900 ...	\$71 25

That policies for said insurances last mentioned were, as deponent was informed and verily believed, issued by the said James E. Smith to the said school trustees, or to the said corporation, before the said election, and were subsisting at the time of the said election and are still subsisting. That the amount of such premiums last mentioned, together with other expenditure incidental to the common schools aforesaid, are as deponent was informed and verily believed, directly or indirectly, paid to the said James E. Smith by the said corporation of the said City of Toronto. That the houses mentioned in paragraph ten of his affidavit are situate on Lot No. 41, on the west side of Centre Street, in the said