This amount, together with other amounts paid out by the appellant during the election canvass was not furnished to his agent as part of his personal expenses, and did not appear in the official statement of the legal expenses of the appellant furnished to the returning officer.

Held, that the candidate is bound to include in the published statement of his election expenses his personal expenses, and as appellant had not included in the said return the said amount of $5, and Apelin had not earned more than $1, the paymentof $4 to Apelin by respondent more than was due, was an act of personal bribery.

Judgment of Mr. Justice McCord [6 Q. L. R. p. 100] on the other charges also was affirmed.

Langellier, Q. C., for appellant.

Amyot, for respondent.

MCGREEVY, *Appellant*, v. PAILLE, *Respondent*

Answers to interrogatories—Arts. 228, 229 C. P. C.

The Superior Court at Three Rivers, by its judgment, which was confirmed by the judgment of the Court of Queen's Bench, condemned the appellant McGreevy to pay to the respondent the sum of $3,090.89, for the balance due on the price and value of railway ties made and delivered to the appellant, in accordance with a contract signed by his brother, R. McGreevy, and the respondent. In answer to certain interrogatories which referred to all the matters in issue between the parties, the appellant answered, either "I do not know," or "I have no personal knowledge."

Held, that such answers are not categorical, explicit, and precise, as required by arts. 228 and 229 C. P. C., and that the facts mentioned in these interrogatories must be taken as *pro confessis*, and sufficiently proved the plaintiff's case.

Irvine, Q. C., for appellant.

Hould, for respondent.

RYAN, *Appellant*, v. RYAN, *Respondent*.

Statute of Limitations—Possession as caretaker—Tenancy at will—Finding of the Judge at the trial.

The plaintiff's father, who lived in the township of Tecumseh, owned a block of 400 acres of land, consisting respectively of lots 1 in the 13th and 14th concessions of the township of Wellesley. The father had allowed the plaintiff to occupy 100 acres of the 400 acres, and he was to look after the whole and to pay the taxes upon them, but to take what timber he required for his own use, or to help him to pay the taxes, but not to give any timber to any one else or allow any one else to take it. He settled in 1849 upon the south half of lot 1 in the 13th concession. Having got a deed for the same in November, 1864, he sold the 100 acres to one M. K. In December following he moved on the north half of this lot No. 1, and he remained there ever since. The father died in January, 1877, devising the north half of the north half, the land in dispute, to the defendant, and the south half of the north half to the plaintiff. The defendant, claiming the north fifty acres of the lot by the father's will, entered upon it, whereupon the plaintiff brought trespass, claiming title thereto by possession. The learned judge at the trial found that the plaintiff entered into possession and so continued, merely as his father's caretaker and agent, and he entered a verdict for the defendant. The evidence showed an entry on the land within the last seven years, and thereby created a new starting-point for the statute, and a new tenancy at will.

Held, that the evidence shows that the respondent at first entered and continued in possession of the land in dispute as agent or caretaker for his father; and he subsequently acknowledged himself to be and agreed to be tenant at will to his father, within ten years; and therefore respondent had not acquired a statutory title.

Appeal allowed.

King, for appellant.

Bowlby, for respondent.

In the following cases from Ontario—

WALKER v. CORNELL,

THE SYNOD OF THE DIOCESE OF TORONTO v. DEBLAQUIERE,

NASMITH v. MANNING—(Ritchie, C. J., and Gwynne J., dissenting,)

LONDON LIFE INS. CO. v. WRIGHT—(Ritchie, C. J., and Taschereau J. dissenting,)

the appeals were dismissed, and the judgments of the Court of Appeal for Ontario were confirmed.