Held, also, *per* STRONG and PATTERSON, JJ., affirming the judgment of the court below, that upon the evidence which is reviewed in the judgments, the G.T. Railway tickets issued at Toronto and Stratford for the transportation of voters by rail to the polls in this case were free tickets, and that as the free tickets had been given to voters who were well-known supporters of the respondent or prepared to vote for him and for him alone, if they voted at all, it did not amount to paying the travelling expenses of voters within the meaning of s. 88 of the Dominion Elections Act. *Berthier Election Case*, 9 S.C.R. 102, followed.

Per STRONG, J.: That the tickets issued by the G.T.R. having been furnished with notice that they were to be used as they were in fact, payment for the same could not have been recovered at law; s. 131 Dominion Elections Act.

Appeal allowed with costs.

Osler, Q.C., and *Ferguson*, Q.C., for appellant.

Garrow, Q.C., for respondent.

WELLAND ELECTION APPEAL.

GERMAN *v.* ROTHERY.

Election—Promise to procure employment by candidate—Finding of the trial judges—49 Vict., c. 8, s. 84 (b).

On a charge by the petitioner that the appellant had been guilty personally of a corrupt practice by promising to a voter, W., to endeavour to procure him a situation in order to induce him to vote, and that such promise was subsequently carried into effect, the trial judges held on the evidence that the charge had been proved.

The promise was charged as having been made in the township of Thorold on the 28th February, 1891. The evidence of W., who some time before the trial made a declaration upon which the charge was based at the instance of the solicitor for the petitioner, and had got for such declaration employment in Montreal from the C.P.R. Co. until the trial took place, was principally relied on in support of the charge, and the promise was found by the court to have been made on the 17th of February. Moreover, G., the appellant, although denying the charge, admitted in his examination that he intimated to the voter that he would assist him, and there was evidence that after the elections he wrote to W. and procured him the situation, but the letter was not put in evidence, having been destroyed by W. at the request of the appellant.

Held, affirming the judgment of the court below, that the evidence of W. being in part corroborated by the evidence of the appellant, the conclusion arrived at by the trial judges was not wrong, still less so entirely erroneous, as to justify this court as an appellate tribunal in reversing the decision of the court below on the questions of fact involved.

Appeal dismissed with costs.

Cassels, Q.C., for appellant.

Blackstock, Q.C., for respondent.

NOVA SCOTIA.] [April 4.

MILLER *v.* DUGGAN.

Registry Act—R.S.N.S., 5th ser., c. 84, s. 21—Registered judgment—Priority—Mortgage—Rectification of mistake.

By R.S.N.S., 5th ser., c. 84, s. 21, it is provided that "a judgment duly recovered and docketed shall bind the lands of the party against whom the judgment shall have passed, from and after the registry thereof in the county or district wherein the lands are situate, as effectually as a mortgage, whether such lands shall have been acquired before or after the registering of such judgment; and deeds or mortgages of such lands, duly executed but not registered, shall be void against the judgment creditor who shall first register his judgment."

D. had agreed to mortgage certain properties, one of which had been conveyed to her late husband, through whom she claimed, by four different deeds, three conveying a one-sixth interest each and the fourth a half interest. The conveyancer who prepared the mortgage had before him one of the deeds conveying a one-sixth interest, and by mistake and inadvertence that interest instead of the whole was described and conveyed. On Dec. 3rd, 1887, the property mortgaged was sold under foreclosure and conveyed by the sheriff to M. On the 27th September, 1887, a judgment was recovered and registered against D., and in July, 1889, an execution was issued on said judgment, under which the sheriff attempted to levy on the five-sixths of the property of D. which should have been included in the mortgage. In an action to