I bought the place about four years ago. Took the deed in my own name, as he was not at home (he is about 27), and when he returned he went to live with me. Neither of us lives on 25. He works it. It all comes in together, and is worked the same as my farm. By the labor and assistance of myself and his brother, we made money which enabled him to buy another place. I consider it his, and it is his. He thought it would be too little to give his vote on the lot he bought, and he was assessed for three years for lot 25. He was assessed the first time the assessor came round after I bought it. The other son is 20. I have three daughters unmarried and two married. My son never asked me for a deed for it, nor did we ever speak of it. Nothing separate from what was raised on 25 for my own. No building now on 25. We all worked on the three lots assisting one another. Before we bought the last lot we all worked on the two, assisting one another. We make no shares. The young boy expects my lot. It is so understood. The homestead is 130 acres with buildings. The oldest son 150 acres—no buildings. The girls are to have the loose property. We are working harmoniously, assisting and aiding each other. It is understood in the neighbourhood that he is the owner."

Cameron, Q.C.—The father is trustee for the son. They are not rated for enough to have them both qualified And as to the ownership, the father is in possession, and has the profits to his own use, and therefore is literally the owner.

Richards, C. J.—I think the father is in fact the owner, but not in his right as owner in fee, but as occupant with the assent of his son. I think, on this evidence, the son is the equitable owner, and rated as owner, would have a right to vote, notwithstanding the deed to his father, and hold that the mistake in that respect, being rated as tenant instead of owner, does no harm. I therefore for the present hold the vote good, but, if necessary, may reserve it.

Samuel Hill called as to his own vote.

It appeared, on the evidence of the witness, that he and his son had leased certain property. the lease was drawn in the son's name alone, and when he and his son reaped the crops, the son claimed that they belonged to him solely. The witness owned other property, but when the assessor called on him he requested him to assess this particular property to him, and on this he voted

Harrison, Q.C.—As he was on the roll, and had the necessary qualification, though not assessed for it, the vote should stand.

Cameron, Q.C.—He voted in right of this property, and had it assessed to him in preference to the other by his own desire, and cannot in consequence now claim to vote.

Vote held bad.

Joshua Rupert, called by the petitioner as to his own vote.

It appeared on the evidence of the voter that he voted on part of lot No. 6, eighth concession, Osnabruck. Did not own it; his father-in-law did. Had occupied it for five years, paying rent to his father-in-law. Lease expired in November last. Left it about a year ago—on first of last April. After he left, it was let by his father-in-law, with his consent, to a man named Stewart, for a larger sum than he paid, and the father-in-law paid him the extra rent. Was a witness to the lease to Stewart, which was dated 28th March, 1870.

On cross-examination he said that it was agreed at the time of the lease to Stewart that the father-in-law should pay him, the voter, the increased rent, which he did.

Richards, C. J.—I think after the surrender by the lease, to which he was a subscribing witness, he ceased to be a tenant. I am of opinion that the party must have the interest that qualifies him at the time of the last final revision. If he has it then, though not at the time of the election, he could properly vote if he were still a resident of the electoral division, but not unless he had the interest at the time of the revision of the roll. The roll was completed 30th March, two days after the new lease. I think the vote bad.

George M. Gollinger called to attack the vote of *Wm. J. Gollinger*.

I made a deed to Wm. J. Gollinger of East half 31, fifth concession, Osnabruck. It was made on or about 12th September, 1870. There was a verbal agreement between him and me about 10th or 12th January, 1870. I was to give him the property. He left home and went to Wisconsin a few days before the holidays of 1869. About 10th January I sent him word if he would come back I would give him a deed of this lot. He came back immediately with the person by whom I sent the message. He was not then married. In September I made him the deed. We had some understanding about it before I made the deed. My son William got the proceeds of the place wholly and solely. I never got a fraction of the proceeds of this.

Cross-examined.—We had three farms. We worked together. It was understood he was to have the produce of this farm to himself separately This was the understanding between us in January, 1870. His share was put by itself, and kept separate from the rest. I worked 100 acres in the 7th concession, and 50 acres in the 4th concession also. Of these he had no share. We lived together at that time in the dwelling on this lot, until I gave him the deed. When I gave him the deed I was to leave. It was his privilege to let me remain. I had no management of this part. I did on the others, but let him do as he liked about this. I think my son was twenty-three years old in May or June. This understanding was not varied in any way after. It was part of the understanding that he was to have control of the place last summer. I suppose he went away because he wanted some property and I would not give it to him, but I changed my mind.

Re-examined.—When he came back the agreement was that if he would stay at home and work the farm, I would give him a deed at any time he chose to ask for it. He would rather I should stay with him and give him a deed, so that he could have control. I would rather have control myself, and so I would not stay there. He was anxious for the deed, and so I gave it to