

the gifts to the churches mentioned in that case were evidence of corrupt practices on the part of the respondent, but the circumstances were entirely different. It was there proved that large sums of money were illegally spent, and there could be no doubt corruption had very generally prevailed, so much so that it was admitted the election was void. Moreover, in giving judgment, the learned Chief Justice says: "We have no information as to where these churches are, or anything as to the probable effect of the subscriptions thereto on the electors of the riding. We would naturally have looked for something enabling us more fully to understand the true position of the matter. For example, it might not have been unimportant to have ascertained if the respondent, who states that he has represented the riding since 1867, was in the habit of giving money to these churches on previous occasions, or, as we find in some of the English cases, that as a representative he was in the habit of subscribing liberally to charitable purposes at Christmas time." The remarks of the learned Chief Justice are completely met in the present case. The charity was to a charitable institution in his own town; the cemetery was attached to the same place; the Rifle Association belonged to his own county, and he had previously contributed to one of them; and, as respects his general conduct in reference to churches, etc., he says, in his examination by Mr. Robinson, "I have not given away more this year than in other years. I have given, including my own church, one thousand a year for the past ten years. Since 1st January, 1876, I have paid to my own church at least \$2,500." That statement was uncontradicted, and as it was of such a specific nature that it could have been, I have no doubt that it was true. I therefore find that the corrupt practices here charged have not been proved.

Charge No. 37, that the respondent bribed one William Thomas Dingle by promises of office for his son. There was also a further charge—No 6 of the added charges—that the respondent promised him a contract if he would support him.