

It was charged that the employment of and payments made to these scrutineers were corrupt—the employment with the implied promise of payment being a mere cloak for a promise to pay for voting, and the payment being in fact, a payment for voting.

Those of the scrutineers who were called as witnesses said that they voted.

The Court, however, found no evidence of any corrupt intentions in the employment or in the payment of these scrutineers; and found nothing in the law indicating that payments honestly promised or made to these scrutineers, who are persons whom the candidate is entitled to employ (see sec. 111 of the Ontario Election Act), are anything other than those bona fide payments for lawful and reasonable expenses in connection with the election which, by sec. 162 (2), are expressly declared not to be bribery.

Those of the scrutineers who expected to be paid for their services had no right to vote: sec. 13 (2); and, if any had been shewn to have voted knowing that they had no right to do so, they might have been found guilty of corrupt practices: sec. 177; *East Elgin Case* (1899), 2 Ont. Elec. Cas. 100. But the number of votes lawfully cast was not in question; and there was no attempt to shew that any one who voted knew that he had no right to do so—indeed the inference was that the persons whose acts were in question did not know that it was against the law for one who expected to be paid for services in the election to vote.

The petition failed.

The costs of the respondent ought to be paid by the petitioners and the money deposited as security ought to be applied in payment of such costs, after payment of those charges which, by sec. 21 of the Ontario Controverted Elections Act, R.S.O. 1914 ch. 10, are given priority.