are able to work, the old man not being able to do so, but in fact, being the head of the family nevertheless. It is true the place is assessed in the name of the son, but so were the cattle and other loose property, as I understand from the witness, and he did not claim to own them. On the whole I think this vote bad.

Owen Baker, the voter, was called as to his own vote.—The evidence in this case was very similar to that in the case of Robert Bullock.

It appeared on the evidence of the voter that he and his elder brother had entered into an agreement with their father, that they were to carry on his (the father's) mercantile business in the village of Aultsville for three years, the sons to leave the business at the expiration of that time in as good condition as when they commenced — the sons to have all the profit Shortly after the agreement the elder brother left the country, and the voter continued to carry on the business with the aid of his father. The voter was assessed on ten acres of the farm (one hundred acres) which was managed in the same manner as the mercantile part of the concern.

The books were kept and purchases made in the father's name, who could also sell what he pleased out of the concern or the produce of the farm.

On cross-examination he stated that he thought his father could not compel him to leave, if he was unwilling, before the expiration of the three years. When the agreement was entered into stock was taken. The son could sell a team if he thought fit without speaking to his father about it, could sell stock as he pleased and appropriate the money. The ten acres was worth about $30 an acre.

To attack the same vote Simeon Baker was called. The witness was the father of the voter Owen Baker. The assessment on the roll for the son was ten acres, value $240. He was entered as freeholder. Was not certain if he gave it in as occupant. No one lived on the farm, but the son worked it. Had promised the interest of it for three years. The understanding with the son was he was to keep it as good as when they started. Would consider it wrong to take $20 out of the produce of the farm, but could do it if he thought proper. Could buy and sell in the store, but could not say that he could take anything without the son's leave. The ten acres was considered sufficient rating to give the son a vote. There was no agreement in writing as to the land or anything else.

On cross-examination this witness stated that the object in making the arrangement was to benefit the son. He was working in Matilda, and the witness wanted him and his brother at home. They thought of going West, which he, the father, did not desire. They took up the business on the arrangement that they were to have all the profits for three years—the stock to be returned to witness as good as when they commenced—the personal expenses of the witness to be the same as the rest of the family.

Cameron, Q.C., objected that the voter had no interest in the land. He was not a joint occupant with the father; and if he were, the assessment was not sufficient in amount to qualify for both: Election Act, 1868-9, sec. 5, sub-sec. 2.

Richards, C. J.—I consider the father and the son have a substantial interest in the business and its proceeds, and in the proceeds of the farm, and in the land; but perhaps not strictly a term. I think the interest the son has is in the nature of a joint one with the father.

Harrison Q C., contended that the objection taken to this vote does not touch the point. The objection is in schedule No. 6.

(Form of objection in the schedule referred to: "List of voters who voted for the petitioner at the said election, objected to on the ground that they were not, at the time of the final revision of the assessment roll in which their names appear, and on which the respective voters' lists were based, the *bonâ fide* owners, occupants, or tenants respectively of the property in respect of which they were assessed and voted.")

Cameron, Q C., said that the objection came fairly up, under the objection that he is not a *bonâ fide* owner, occupant, or tenant of the property in respect of which they were assessed and voted. This means that he was not assessed to the value to qualify him: see *Wolferston*, p. 98.

Richards, C. J.—I do not consider that the notice as given points to the objection, that if the parties were joint occupants, they were insufficiently rated to qualify the voter. I therefore hold this vote good, on the ground that the objection taken does not point to the real difficulty, viz, the joint interest being insufficient.

The learned Chief Justice intimated that if the objection had been properly taken, or if the counsel for the petitioner (whose interest it was to sustain the vote) had stated that he was not prejudiced by the form of the objection, he would have held the vote bad.*

Joshua Weort—called as to his own vote.

"I live on part of 16 in 7th Concession of Osnabruck; my father lives with me. I have no lease or deed. He made his will to me last January. Some seven years ago, my father told me if I would stay and reclaim the place and support him and my mother and my sister, and if I worked the place he would give it to me. I did work the place, but made very little out of it. It was pretty well run down; and so involved, that the loose property would not come near paying the demands. I worked on and made money, and redeemed the place, and father made a will in my favour in January last. I am married; have been four years. My wife and all live together in the same house. I think my father is about 77.

Cross-examined.—I was to have the use of the place in the meantime. From that time I have had the use of the place just as I liked; used it as my own; contracted and paid all debts as my own—I have used the place just as if I had had a deed of it for the last four years. He then became so old that he could not assist me. He has not been able to do anything of any value. I bought and sold stock on my own responsibility. There was some stock on the place when I went on; it was understood it was

* See judgment in case of Duncan Cahey.