

After the election, the funds which had been sent to the treasurer were returned to the Clubs, and these moneys, as well as the moneys which the Clubs had kept in their own possession, were repaid to the original subscribers. The amounts of the individual subscriptions were small—from 50 cents to \$2.

It was argued that the respondent's promise or statement, at or after the convention, however it was worded, amounted to a promise to the subscribers that, in the event of his success, he would repay any moneys which they put up for the purpose of meeting the expenses of the election, and that by such promise he gave each subscriber a direct financial interest in the result of the election, and thus made a promise which, to use the words of sec. 167 of the Ontario Election Act, R.S.O. 1914 ch. 8, was a promise of a payment to a subscriber in order to induce the subscriber to vote at the election.

This argument was not well-founded. The respondent did not seek nomination nor did he know, apparently, before he went to the convention, that there was a probability of his being nominated. He was the candidate of an organisation many of whose members were ready to subscribe money to help defray the expenses of his election. Being ready to subscribe money for that purpose, it was inconceivable that their zeal on behalf of the candidate could have been increased by a promise that the trifling sums which they had subscribed would be repaid in the event of their candidate being successful, or that the respondent, in making his promise to pay his own expenses if he should be elected, could have had in his mind any intention of inducing the subscribers, or any other person, to vote or refrain from voting at the election or to assist in electing him.

This charge failed.

The second charge was that a number of persons were promised payment for acting as scrutineers, and, after the election, were paid. It had long been the practice in Dufferin to pay scrutineers; and, although the evidence indicated that no person who was asked to act as a scrutineer was told that he would be paid for acting, it was shewn that some of those who consented to act expected that they would be paid; and perhaps it would not be unfair to assume that, in many cases, the agent of the candidate and the person whom the agent asked to act both knowing of the custom, there was an implied bargain that, after the election, the scrutineers would be paid.

After the election was over, the respondent asked his agents throughout the riding to pay the scrutineers who acted in their respective districts, and many of such scrutineers were paid. There was no concealment of this fact: the payments to scrutineers were shewn as part of the election expenses in the return which was made by the respondent's financial agent to the returning officer.