

Election Case.]

STORMONT ELECTION PETITION.

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township of Osnabruck, and 4 or 5 acres of Lot 7, for the latter of which George N., his son, the voter, was assessed. The son had been assessed on this for 3 or 4 years. The taxes were paid the same as the rest of the taxes on the place. The son had no more interest in these 4 or 5 acres than in the rest of the farm. He was accustomed to use what he required for necessaries, clothing, &c., but did not own anything as of right on the farm.

Cameron, Q. C., contended that under the Assessment Law, the voters list is final as to qualification, and cited 32 Vic. chap. 21 sec. 10.

RICHARDS, C. J.—The *rota* Judges have had this question under consideration, and have arrived at the conclusion that under the statute the only question of qualification which was considered settled by the Court of Revision, was the one of value. The others are open for investigation on a scrutiny. Vote held bad.

Joseph Eamon (called to attack the vote of *Wm P. Eamon*).—"I live in Osnabruck. I live on the East $\frac{1}{2}$ of 7 and West $\frac{1}{2}$ of 6 in that concession. I have lived there about 23 years. I own the land. *Wm P. Eamon* is my son. We have possession. He lives in the same house with me, a member of the family. He makes his living off it. I gave him a privilege of half what we raise—the bargain is verbal. It has been going on that way for some years. There was no bargain in particular made about it. Never made division of the crop, except when sold. I gave him more than half of it. There never was any bargain made between us. He is the only son I have. I expect him to have the place after I die. He has a family. There is no distinct share agreed on between us. He, when the grain is sold, gets better than half of the money. I gave it to him, because he does more than half the work. I allow him to give in 50 acres of the land. He has no title of it. That is not cultivated any different from the rest. He does the chief part of the work. We paid the taxes and did the road work between us. I allowed him to give in the 50 acres to satisfy him. I don't know if it was to give him a vote—it might have been. I don't recollect its being talked over for that purpose. The house and barn on that part I gave in myself. The grain is all put in the same barn—used at the same time. My son has three children. I have my son and a daughter. He has always lived with me. I told him when he was married, he could bring his wife there, and remain with me. He expects, of course, to get all my property. This arrangement continued since he was married. He has a part of the house considered his own, but we all eat together. When anything is sold he receives a part of it. The practice has grown up between us since he was married, to give him a share of the proceeds, and that has taken place every year since he was married. He still hands me the money, and I give him his portion. Sometimes it amounts to more than others, according to what he sells. He manages the whole farm for me. I have been in the habit of considering him as jointly in occupation of the farm.

Cross-examined.—His proportion is more or less—as the grain will sell. We can't divide the

grain—we divide the money. I generally give him more than half. He has got half ever since he was married. We keep no accounts. I just handed him what I had a mind to, and that was the only arrangement, and he was satisfied. He had no writing to him made out. If he was not satisfied with what I gave him, he could not compel me to give him any more. I did not intend to make any arrangement with him so that he could compel me to give him any share. If we should at any time disagree, I could turn him out at any time. He has no right to remain there. I am master myself."

Cameron, Q. C., contended that the vote was good, and cited the Assessment Act of 1868-9 sec. 27, Election Act 1868-9 sec. 5 sub. sec. 2, followed by the interpretation of the term "occupant" sec. 6 sub. sec. 2.

It appeared in this case that the assessment roll showed both father and son rated for the land—two quarter lots. On the voter's list the father is rated for one quarter, the son for the other.

RICHARDS, C. J.—The rule applicable to this case, and which I think is in accordance with the view of the *rota* judges, is that when the father and son live together on the father's farm, and the father being in fact the principal, as in this case, to whom moneys are paid over, and who distributes them as he thinks proper, and the son has no agreement or understanding binding on the father, either to compel him to give him a share of the proceeds of the farm, or to allow him to cultivate a share of the land, and he merely receives what he gets from the father's sense of justice and right, that then the son has not such an interest as qualifies him to vote under the election law.

Robert Knight Bullock (called to attack the vote of *Robert Bullock*).—"Robt. Bullock is my son. I own lot No. 8 in 1st Con., Osnabruck. I have owned it 30 years and upwards. I have been in possession of it, and am still in possession of it. My son Robert was born on the land. He has not always been there with me. He has been with me the last four years. He occupies the mill on the west part of the lot. I own the mill. My son runs the mill for his benefit and mine. There is only a verbal agreement between us about it. It was made four years ago. The agreement was that he should have a fair proportion—whatever was considered as fair. I think the agreement was made in presence of the whole of the family. He keeps the accounts. We have never had a settlement. He had all he required. He charged himself with what he took. Cannot say what he charged himself the last four years. He handed over the proceeds every week, save what he kept for himself, to his mother or me. He is a miller—runs the mill. The business is carried on in my name and his. The invoices are generally made out in the name of R. K. Bullock. I have seen some made out in his name. He lives at my house, with the rest of the family. The agreement was to last as long as it suited him and me. I think he has kept more than was reasonable to clothe him and furnish pocket money. We have had losses in the business. He gave no money towards them, but was more moderate in what he drew. He is not married.