

In face of all this evidence it is difficult to see why Homan, who was present, was not called to give evidence in explanation, especially of such a suggestive fact as that of Homan's name being on the door frames, taken in conjunction with the numerous bills of materials, all made out to him and receipted as paid by him. [Reference to *Town of Sudbury v. Bidgood*, 13 O.W.R. 1094, at p. 1097; *Wigmore on Evidence*, secs. 285, 287, 289 and cases cited; *Taylor on Evidence*, secs. 376(A) and 377.] Had the facts stated in the evidence called by the relator been set out in affidavits as is usually done, and these had been allowed to pass without any cross-examination and without any affidavits in answer, I cannot see how the respondent could have expected to have the motion dismissed—the effect of the evidence as given before me *viva voce*, and subject to and after cross-examination, is at least as strong, when not broken down or explained away satisfactorily. I, therefore, feel bound to hold that the relator has given sufficient proof of his allegations and that the motion to have the respondent unseated must be allowed with costs. A. C. Kingstone, for the relator. F. W. Griffiths, for the respondent.

CORRECTIONS.

In *McCutcheon v. Traders' Fire Insurance Co.*, ante 1138, line 16 from the bottom, after the words, "the typewritten particulars," the following words should have been inserted, "referring to the natural gas drilling plant known as No. 1"; and at p. 1141; line 15 from the bottom, for "recites," read "cites."