

the position of the jury, but whether there is sufficient evidence to warrant the verdict, and whether the presiding Judge is satisfied with it. Here the learned Judge has found upon the evidence adversely to the respondent, and I should not presume on a question of fact to set up my opinion against his, when he had the advantage of hearing the witnesses, apart from the deference which I feel to be due to a Judge of his learning and experience.

PATTERSON, J.—This is an appeal from the decision of Mr. Justice Gwynne, which set aside the election and disqualified the candidate for corrupt practices committed by him.

The evidence on one of the charges, viz., that of bribing a coloured man named Stewart, is quite sufficient to sustain the finding, and I see no reason for taking a different view of it from that taken by the learned Judge.

The facts stated in evidence were, that Stewart's wife had her leg broken about two years before the election by Mr. Neelon's team, which had run away, and Mr. Neelon had paid her or her husband \$55 as compensation, partly by cancelling an account and partly by cash. It does not appear that after that settlement the Stewarts had had any open account with Mr. Neelon, or had been obtaining goods on credit, until January, 1875. The Stewarts were dissatisfied with the settlement, but nothing was done to remove their dissatisfaction until the approach of the election now in question. This election was on the 18th January, 1875. When the municipal election for the township of Grantham was being held, in the beginning of the same month, Mr. Neelon spoke to Stewart in a school-house where a number of people were, and asked for his support, which Stewart declined to promise, saying that Mr. Neelon had not done the fair thing when his wife's leg was broken, and Mr. Neelon gave him to understand that he was willing to "do the fair thing." Mr. Neelon himself denies that he made any promise to Stewart, although he says that Stewart had put forward his grievance as a reason for not supporting him, both on the occasion in the school-house and on another occasion shortly before that, when Mr. Neelon had been canvassing him for his vote. After going home from the school-house, Stewart appears to have told his wife of the conversation with Mr. Neelon, and some little time afterwards she wrote, or dictated to her daughter, a letter to Mr. Neelon, commencing thus: "Mr. Neelon, you sent me word by my husband about voting, and what I had to say, and if you do what is right he can use his pleasure about it," and ending

by asking \$100 more. Mr. Neelon had asked a Mr. Sisterson, who was his salesman at the mill, and apparently a confidential agent in the election contest, to go to Mrs. Stewart to see "what was the matter with her," and Mr. Sisterson was at her house when this letter was being written, and was told of it by Mrs. Stewart. The letter was promptly sent by Stewart, and delivered to some one at Mr. Neelon's mill or office. Mr. Neelon says the contents of it did not come to his knowledge till after the election. There is quite room on the evidence for a different inference, but the matter is not very important. The letter shows, at all events, the terms on which the Stewarts understood the negotiation to be proceeding. Following Sisterson's visit and the sending of the letter, the facts next in order of time are shown by entries in Mr. Neelon's books, where Stewart is charged, under date 13th Jan., \$4.44 for flour, &c., and on the 16th Jan., \$11.17. The election was on the 18th January. On 10th Feb. Stewart is charged with flour, &c., to the amount of \$3.51, making in all \$19.12. Afterwards, Mr. Neelon himself settled with Stewart, allowing him \$30 additional compensation in respect of the accident, which he paid by giving him in cash the difference between the \$19.12 and the \$30.

The learned Judge having been satisfied, upon evidence of this character, that Mr. Neelon had directly or indirectly, by himself or by some other person, given, offered, or promised money or valuable consideration to Stewart in order to induce him to vote, it is impossible for us to say that he ought to have come to any other conclusion.

This disposes of the appeal without the necessity of discussing the other matters covered by the very careful and elaborate judgment of the learned Judge. One of these subjects, viz., the construction of section 66 of the Act of 1866, and the effect of the Act of 1873, when that section has been violated with the knowledge and consent of the candidate, we have already had occasion to notice in the judgment of this court in the *North Wentworth* case. And we have further to construe section 66 in the *South Ontario* case, in which judgment is now to be delivered.

With respect to the charge founded on what is spoken of as the "Sunday raid," I shall merely say that I am not prepared to assent to the application to that case of the principle on which the *London Election* case was decided, or to hold that on that principle alone the candidate is to be fixed with knowledge of the bribery committed by his agents, however gross, and delib-