purpose of paying the livery bill of his horse.

Held, that the weight of evidence showed that the appellant only promised to pay Hurd's travelling expenses, *if it were legal to do so*, and such a promise was not a breach of sub.-sec. 3, of sec. 92, of the Dominion Elections Act, 1874.

The question, whether or not under the law, candidates may or may not legally employ and pay for the expenses and services of canvassers and speakers, the Chief-Justice said it was unnecessary to determine as the appellant had not paid Hurd's expenses.

Hodgins, Q.C., for appellant.

Hector Cameron, Q.C., and *McCarthy, Q.C.*, for respondent.

SELKIRK CONTROVERTED ELECTION.

YOUNG, Appellant, and SMITH, Respondent.

Dominion Election Act, sec. 98.

Held, That the term "six next preceding sections," in the 98th sec. of The Dominion Controverted Elections Act, 1874, means the six sections preceding the 98th, and that the hiring of a team to convey voters to the polls, prohibited by the 96th section is a corrupt practice, and will void an election if an agent is proved to have intentionally hired a team for that purpose.

Hector Cameron, Q.C., for appellants.

C. Robinson, Q.C., and *Bethune, Q.C.*, for respondent.

FARMER, Appellant, v. LIVINGSTONE, Respondent.

Letters Patent—Parliamentary title—Equitable defence.

Appeal from a judgment of the Court of Queen's Bench for the Province of Manitoba. The action was one of ejectment, to recover possession of S. W. of sec. 30, 6 Township, 4 Range Manitoba, from defendant who had applied for a homestead entry on the lot in question, and paid a fee of $10, but who was subsequently informed by the officers of the Crown that his application could not be recognised, therefore was refunded the $10 he had paid. The appellant, at the trial, put in, as proof of his title, Letters Patent under the great seal of Canada, granting the land in question to him in fee simple. At the trial, the defendant was allowed, against the objection of the plaintiff's counsel, to set up an equitable defence and to go into evidence for the purpose of attacking the plaintiff's patent, as having been issued to him in error, and by improvidence and by fraud; and the Court of Queen's Bench in Manitoba

Held, that the defendant had established his right to have the said patent set aside, and that the defendant had become seized and possessed of a Parliamentary title to a homestead right.

On appeal to the Supreme Court this judgment was reversed, and it was

Held, that under the practice which prevailed in England in 1870, which practice was in force in Manitoba under 38 Vict. c. 12, sec. 1 (Man.), such defence could not be set up, and that the plaintiff was not bound to offer evidence in support of said Letters Patent, if they were not assailed by "action, bill or plaint," under 35 Vic. c. 23, sec. 69.

Bethune, Q.C., for appellant.

J. A. Boyd, Q.C., for respondent.

PARSONS, Appellant; and THE STANDARD FIRE INSURANCE COMPANY, Respondents.

Insurance—Prior and subsequent Insurance.

The question upon which the appeal was determined was whether or not the appellant being insured in the Western Insurance Company, to the extent of $2,000, which formed a portion of a sum of $8,000, further insurances mentioned in the Policy sued upon, having allowed the Western's Assurance Policy to expire, could insure for the same amount in the Queen Insurance, without the consent of the respondent's company.

The policy had endorsed upon it the following conditions: "The company is not liable for loss, if there is any prior insurance in any other company, unless the company's assent appears herein, or is endorsed thereon, nor if any subsequent insurance is effected in any other company, unless, and until, the company assent thereto in writing signed by a duly authorized agent."

Held, on appeal, that as the policy on its face allowed additional insurance to the amount of $8,000 over and above the amount covered by the policy sued on, the condition as to subsequent insurance must be construed to point to *further* insurance beyond the amount so allowed, and not to a policy substituted for one of like amount allowed to lapse.

D'Alton McCarthy, Q.C., for appellants.

Bethune, Q.C., for respondents.