

having been taken at the trial as to the plaintiff's right to sue alone, her husband was allowed to be joined as co-plaintiff. The defendant had first taken out letters of administration in Ontario, but in June, 1898, became administratrix here by the re-sealing of the original letters pursuant to the Surrogate Courts Act. Previous to this the defendant had distinctly disputed the plaintiff's claim, and the action was not commenced until June, 1899.

The County Court Judge dismissed the action on the ground that it had not been brought within six months after the claim had been disputed as required by s. 31 of R. S. M. c. 146.

*Held.* 1. The action should not have been dismissed on such ground, as the defendant, at the time the dispute was made, had no locus standi in this province.

2. If a special contract as to the nursing had been made the wife could sue for it alone. *Young v. Ward*, 24 A.R. 147, distinguished.

3. Unless the special contract alleged by the wife was proved, both claims could have been sued for by the husband only, and if it were held to be proved, the claim for nursing would belong to the wife alone, so that in either case the husband should not have been joined with his wife in the suit.

4. Whilst the evidence of a claimant against the estate of a deceased person should be clear and convincing and if uncorroborated will not be readily acted on, there is no absolute rule of law requiring corroboration in this province: *In re Garnett*, 31 Ch. D. 1; *In re Hodgson*, 31 Ch. D. 177.

The plaintiff was allowed a new trial at her option, otherwise appeal to be dismissed. No costs of the appeal to either party.

*Heap*, for plaintiff *Hull*, for defendant.

Full Court.]

IN RE HUGGARD.

[Feb. 9.

*Costs—Taxation—Solicitor and client—Agency terms to foreign solicitor.*

Decision of DUBUC, J., noted ante vol. 35, p. 651, varied on appeal by holding that the amount sent to the Toronto solicitors for their half (on agency terms) of the fees charged should not be treated as having been paid to the company, and that the Winnipeg solicitor should not be credited with the amount in taking the accounts between him and the company.

Appeal allowed with costs.

*Huggard*, for the solicitor. *Mulock*, Q.C., for the clients.