

The plaintiff claimed a one-third interest in certain oil leases which were ultimately taken in the name of the defendants Hill and Paget, and asked to have these defendants and the defendants Wainnes and Root, to whom the leases had been assigned, declared trustees for her as to the one-third interest. The plaintiff also claimed an account and \$1,500 as the value of the leases mentioned in paragraph 6 of the statement of claim and \$1,000 as the value of her interest in these mentioned in paragraph 9. This was probably intended as an alternative claim, though not so expressed.

The trial Judge held that the plaintiff had failed to establish the agreement, and did not pass upon the defence of the Statute of Frauds.

The appeal was heard by MEREDITH, C.J.C.P., TEETZEL and RIDDELL, JJ.

G. Lynch-Staunton, K.C., for the plaintiff.

W. M. Douglas, K.C., for the defendants Hill and Paget.

E. Sweet, for the defendants Wainnes and Root.

MEREDITH, C.J. (after an elaborate statement of the facts and testimony given at the trial):—I am unable to agree with the finding of fact of the learned Judge. The evidence, in my opinion, very much preponderated in favour of the appellant's contention that the agreement was, that she was to be entitled to a one-third interest in the venture which was being embarked upon and in the leases which should be obtained.

The testimony of the four lessors from whom leases were at first taken, with the name of the appellant as one of the lessees, Gülek, Dilse, Finch, and Bloomfield, and of Robert E. Johnson, affords strong corroboration of the testimony of Leslie; they are, according to the admission of the respondent Hill, "respectable, reputable farmers;" and their testimony is not open to the same criticism as testimony as to conversations is properly subjected to. They were interested in the matters as to which they testify; and it is more than probable that the nature of the venture in connection with which the leases were obtained was the subject of discussion when the first leases were executed, and the reasons for the change the subject of discussion when the new leases were obtained. These witnesses . . . have no interest in the question between the parties; and I am unable to understand why, because of the bald denial by Hill—unsatisfactory as, in