

largely owned by the defendants, and those interested in the defendants as shareholders, in addition to which the defendants were large creditors for money advanced to the former company. The Klondike Eldorado Company became, on the evidence, practically moribund some years before the action in the Yukon Court was commenced. But that company had owned certain mining claims considered of value, which were in charge of Johnston, who apparently continued in such charge for the benefit of those interested—in other words, for the defendants' benefit, as well as for the benefit of any others in like case who were interested as creditors of or shareholders in the Klondike Eldorado Company. And out of such charge, for the services rendered and advances made, the claim actually sued upon arose. The story is somewhat meagrely told, but it is quite apparent that there were communications from John Craig, a director of the defendants in Canada, to Johnston, by virtue of which he might well believe that he was, if not in the defendants' actual employment, to look to them for payment. The defendants now attempt to repudiate these communications, and also to repudiate Johnston's services, not by saying they were not rendered, but that they were rendered to the moribund Klondike Eldorado Company.

The letters subsequently discovered in a barrel, upon which stress is laid, merely support what cannot be denied, that Johnston was originally employed by the Klondike Eldorado Company. They in no way shew, or tend to shew, that the claim subsequently made upon the defendants was not made in good faith, or even that, had the letters been before the Yukon Court, the result would probably have been different. What that Court had to pass upon, after reading, as it must be assumed was done, the affidavit of A. B. Craig, was, whether, regarding the subsequent correspondence with John Craig and Mr. McKee, the then plaintiff had made out a case upon which to charge the defendants.

The conclusion reached may have been erroneous, or even unjust; with that we have nothing to do. The point is, that it was not, so far as appears, obtained by any fraud practised upon the Court by the plaintiff; for which reason, I agree with the judgment of the learned Chief Justice.

The appeal should be dismissed with costs.

MEREDITH, J.A. :—If the judgment sued upon were obtained by fraud, the Courts of this Province will not give effect to it: that is now quite settled law of the Province, as well as gener-