

tion at the foot of the will and below the signature of the testatrix for the usual attestation clause. This affidavit extended over part of another page but was signed by the witnesses in the presence of the testatrix and then sworn to by them. Their evidence shewed that they intended to and did witness the will and also intended to subscribe it as witnesses.

Held, that s. 5 of The Wills Act, R.S.M. 1902, had been sufficiently complied with and that the will had been validly executed. *Griffiths v. Griffiths*, L.R. 2 P & D. 300, followed.

McLeod, for applicant. *Haggart*, K.C., for contesting parties.

KING'S BENCH.

Macdonald, J.] CATRU v. OSBORNE. [Nov. 19, 1907.

Contempt of Court—Release on payment of costs—Purging contempt.

Application for the release of the defendant Litster who had been committed to jail under an attachment for contempt of Court in not producing a certain minute book which he had been ordered to produce. The prisoner swore that he had left the book at the hall of the union and had not since been able to find it. His mother swore that she had burned a minute book, her son having told her there was trouble over it, thinking that, if the cause of the trouble were removed, the trouble itself would cease, and that her son knew nothing about her having destroyed it.

The learned judge was not satisfied that the book burned by the mother was the book the prisoner had been required to produce and believed that the latter had been put out of the way by members of the executive of the union or through their connivance, but that it was now out of the power of the prisoner to produce it.

Held, that the prisoner had not purged his contempt, and should only be released on payment of all costs occasioned by his misconduct in connection with the lost book, unless it were shewn that such costs could not be paid by reason of poverty. *In re M.*, 46 L.J. Ch. 24, followed. *Monkman v. Sennott*, 3 M.R. 170, distinguished.

Knott, for prisoner. *O'Connor* and *Blackwood*, for plaintiffs.