

HON. MR. JUSTICE SUTHERLAND:—The plaintiff company since the launching of the motion having obtained an order changing solicitors and having through their new solicitors filed and served a notice of discontinuance the action is at an end and the motion must be dismissed. The defendants will be entitled to their costs under the circumstances as against the plaintiffs.

I do not think I can now, or should if I had the power, in view of the facts so much in dispute, make an order as asked by Pickenan on his consent filed joining him as a plaintiff or substituting him as such in this action as brought on his own behalf or on behalf of himself and all other shareholders of the plaintiff company.

HON. MR. JUSTICE LENNOX. NOVEMBER 13TH, 1912.

TRIAL.

LITTLE v. HYSLOP.

4 O. W. N. 285.

Executors and Administrators—Loan by Deceased—Claim of Repayment — Corroboration — Event of — Interest — Statements of Deceased as to Repayment—Admissibility—Scale of Costs—Costs of Administrator Allowed in Full.

Action by an administrator for \$700, alleged to have been loaned by deceased to defendant, her son. Defendant admitted borrowing \$650 from his mother, but claimed it had been repaid.

LENNOX, J., *held*, on the evidence, plaintiff was entitled to judgment for \$577.50, interest from April 5th, 1910, and costs on the County Court scale, without set-off.

Costs of plaintiff, as administrator, to be paid out of estate as between solicitor and client, on the High Court scale.

"A claim of repayment to one deceased must be corroborated, and where the payments are wholly unconnected, corroboration of an item here and there is not a corroboration of the whole account."

Thompson v. Coulter, 34 S. C. R. 261; *Cook v. Grant*, 32 U. C. C. P. 511, and *Re Ross*, 29 Grant 385, referred to.

Action tried at Walkerton on the 22nd October, when judgment was reserved.

Plaintiff as administrator of the estate of Esther Hyslop, deceased, sued for recovery of \$700 alleged to have been loaned by the deceased to the defendant, her son, on the 5th April, 1907, and for interest thereon.

The plaintiff also claimed a lien upon the property purchased by the defendant with this money.