

the learned judge found that the old man at the time he executed these documents had not mental capacity sufficient for the transaction of any business.

At the hearing defendants demurred for multifariousness because the bill sought to set aside the deed to one defendant, and also a will made by the same person in favour of another defendant.

Demurrer overruled.

They also demurred for want of jurisdiction, contending that the court on its equity side has no jurisdiction to try the validity of a will or to pronounce it void for fraud or undue influence.

Demurrer overruled following *Wood v. Wood*, 1 M.R. 317.

They also demurred on the ground of another suit pending.

Demurrer overruled.

*Held*, (1) That the onus of supporting the deed and will rested upon the defendants, as they procured them to be prepared and executed: *Baker v. Ball* 2 Moo. P.C. 321; *Barry v. Bullin*, 2 Moo. P.C. 482; *McNeil v. Thomas*, 6 Moo. P.C. 150; *Fulton v. Andrew*, L.R. 7 H.L. 448; *Donaldson v. Donaldson*, 12 Gr. 431.

(2) That it seems in such case there is thrown on the parties seeking to support the instrument proof that the transaction was a righteous one: *Fulton v. Andrew*, *supra*; *Hogg v. Maguire*, 11 A.R. 507.

(3) That on the evidence the old man had not sufficient mental capacity for the transaction of business when he executed the deed and will: *Harwood v. Baker*, 3 Moo. P.C. 282; *Banks v. Goodfellow*, L.R. 5 Q.B. 549.

Decree declaring both deed and will void, and setting them aside with costs.

*Ewart*, Q.C., for the plaintiff.

*Monkman* for the defendant.

DUBUC, J.]

[Oct. 16.

SHIELDS v. McLAREN

AND

T. S. KENNEDY, PETITIONER.

*Charging order—Solicitor's lien—Assignment of costs as security—Statute of Limitations—Collusion—General assets.*

Petition for charging order in favour of a solicitor on a certain fund in court paid in in the suit of *Shields v. McLaren*.

The lien was claimed for the solicitor's services in defending four suits brought against the Northwest Milling Company, arising out of a contract for cutting and getting out certain saw logs from timber limits held by the company.

These suits were brought against Leacock & Shields, but by a judgment of the Supreme Court and a decree which was made a decree of this court Haggert and McLaren were declared partners of the said companies, and responsible with Leacock & Shields for its liabilities.

The saw logs were sold, and the proceeds paid into court, and this money was afterwards paid out by an arrangement between the parties without notice