

property originally held by the company, but which defendant had had transferred to himself. In consideration of the proposed assistance, defendant agreed to pay plaintiff a sum of money in cash in the event of his winning the suit and a further sum when a sale of the property was effected.

At the time of the agreement plaintiff had ceased to be a shareholder and had been paid his salary as secretary and no interest either legal or equitable was shewn to justify his interference in the litigation.

Held, allowing defendant's appeal with costs, that the contract was illegal on the ground of maintenance and that plaintiff could not recover.

W. B. A. Ritchie, K.C., for appellant. Telfish, K.C., for respondent.

Full Court.]

RAFUSE v. ERNST.

[Nov. 30.]

Appeal—Issues of fact—Refusal to disturb findings.

Where the matters in issue between the parties, plaintiff and defendant were entirely matters of fact, the evidence was very contradictory, and the trial judge accepted as true the version of the plaintiff and his witnesses as being the more consonant with reason and the probabilities of the mode of dealing between the parties, the Court refused to disturb the findings and dismisses defendant's appeal with costs.

McLean, K.C., for appellant. Paton, for respondent.

Province of Manitoba.

COURT OF APPEAL.

Full Court.]

RE HARVIE.

[Nov. 25, 1907.]

Will—Attestation by witnesses—Affidavit of execution substituted for ordinary attestation clause.

At the execution of the last will of the deceased in Portland, Oregon, the attorney substituted a formal affidavit of execu-