

trial of the actions referred to. They say that after (B) was entered with Donald Crawford (2) and Murdoch McLeod (4) began prospecting and were joined by John McLeod (5), and a number of discoveries were made; that Murdoch McLeod (4) and John McLeod (5) applied for a lease of a discovery immediately south of and adjoining X; that Thomas Crawford (3) was informed of the discovery of X, but not of that of the other property nor of the application for it; that Donald Crawford (2) and Murdoch McLeod (4) proposed to Thomas Crawford (3) that John McLeod (5) should be admitted to a quarter share in X, but he refused, and consequently John McLeod (5) abandoned any interest he might have in X; that agreement (B) terminated on 1st October, 1904, and on 10th October, 1904, Murdoch McLeod (4) abandoned his claim in X, and that thereafter Thomas Crawford (3) applied in his own name for a lease; Murdoch McLeod (4) assisting by swearing an affidavit in support as a disinterested person; that Murdoch McLeod (4) and John McLeod (5) had abandoned all interest in the discovery X, and that the lease was issued to Thomas Crawford (3) absolutely. Then the pleading goes on to say that the sole issue in the actions mentioned was whether Thomas Crawford (3) held an undivided three-fourths in trust for Donald Crawford (2), Murdoch McLeod (4), and John McLeod (5); that prior to bringing the actions Donald Crawford (2), Murdoch McLeod (4), John McLeod (5), and John McMartin (7) had conspired to acquire the three-fourths interest by fraud, on the terms that John McMartin (7) was to finance the action (which he did) and share in the proceeds of the litigation; that Donald Crawford (2) and Murdoch McLeod (4) committed perjury upon the trials; that on 8th June, 1905, Thomas Crawford (3) gave H. E. L. (6) a license to prospect and mine upon X, and afterwards Thomas Crawford (3) agreed with Donald Crawford (2) and Murdoch McLeod (4) to divide equally with them all the profits to arise from this prospecting and mining (F); that this agreement (F) was without consideration and procured by the fraud of Donald Crawford (2) and Murdoch McLeod (4). It is further pleaded that the patent of X is in fee simple absolute to Thomas Crawford (3); that the Ontario Judicature Act . . . does not apply to mining leases, and no fiat of the Attorney-General has been obtained. The Land Titles Act is pleaded, as also the Mines Act and the Statute of Frauds. The prayer is that the