The solution of the question in issue depends upon a proper appreciation of the law of the province of Quebec governing it. What that law is falls to be determined upon the testimony of persons skilled in it, but I agree that, where their evidence is conflicting, and for that reason unsatisfactory to the determining tribunal, it may examine for itself the decisions of the foreign Courts and the text-writers in order to arrive at a conclusion upon the question of the foreign law.

In this case there is a conflict, not only between the learned advocates from Quebec who testified at the trial, but also between the learned Judges who have been called upon to deal with the question.

In the diversity of opinion, I have not been free from doubt, but upon the whole I am prepared to give my adhesion to the conclusion reached by the learned trial Judge, and affirmed, though upon different grounds and for different reasons, by the Divisional Court.

My doubts are not sufficiently strong to lead me to dissent from the result.

And I would, therefore, affirm the judgment appealed from and dismiss the appeal.

MACLAREN, J.A., in a written opinion, considered the questions raised very carefully; and said that, even if the contract were a gratuitous one, as contended by the appellants, it could not be attacked by subsequent creditors; and he advanced reasons for supporting the finding of the trial Judge that the contract was an onerous one. He concluded as follows:—

While the French authors who have written on the subject are divided as to whether such a contract as this is gratuitous or onerous, yet, as stated by Dorion, C.J., the French Courts, which were also formerly divided on the subject, have uniformly since 1845 upheld the doctrine of their being onerous. The reports shew that the decisions of the Quebec Courts have not been uniform or consistent. The strongest case in favour of the claim of the appellants is Behan v. Erickson, 7 Q. L. R. 295. But in that case the report does not state whether or not there was a renunciation of dower, although it must be admitted that this is a very common clause in Quebec contracts. That case, however, is not an authority for the claim of the present appellants, as the report shews that the contract there in question complied with the provisions of both the Articles 1039 and 1040; while the present case complies with neither.