

opinion, it was not necessary that it should have been, as his testimony as to the main question, the making of the agreement, was so corroborated, and the corroboration which the statute requires is not corroboration of every material fact which is required to be proved in order to entitle the party to succeed, but only of such material facts as lead to the conclusion that the testimony of the party is true. That I understand to be the rule as expounded in the cases to which the learned trial Judge refers.

There were, no doubt, circumstances and conduct upon the part of the respondent so inconsistent with the existence of the agreement which he alleges that, if unexplained, they would have been fatal to his success, and, even explained as they were, might have led to a different conclusion from that reached by the trial Judge; but that is no reason for reversing his judgment, unless we are satisfied that he came to a wrong conclusion; and that I am not able to say. The learned Judge was impressed with the truthfulness of the respondent's testimony; and his standing in the community and truthfulness, as well as those of his brother, were vouched for at the trial by the appellant Curry, and counsel for the appellants conceded that neither of them "would say anything he did not really believe."

There is no room for suggesting that they may be mistaken; their testimony was either true or false to their knowledge; and it is impossible to say that with this certificate of character in their favour, as well as the trial Judge's belief in their truthfulness, it should have been rejected as false.

I would dismiss the appeal with costs.

MACLAREN, J.A., concurred.

MAGEE, J.A., agreed in the result.

HODGINS, J.A., also agreed in the result, for reasons stated in writing.

*Appeal dismissed.*