these matters in which no corroboration is found elsewhere: *Sugden* v. *Lord St. Leonards*, L. R. 1 P. D. 179. This view was adopted by the Chancellor in *McDonald* v. *McKinnon*, 26 Gr. 12.

It is a question of difficulty in how far, where two persons are interested in securing benefits from the estates of a person deceased, the evidence of one is to be considered corroboratory of the case of the other. This has not been expressly decided, though it may be that the language of one of the judges in *Brown* v. *Capron*, 24 Gr. 91, is in favour of the sufficiency of such evidence. There it was considered by Burton, J., in appeal, that the evidence of the husband was to be received as sufficient to corroborate the wife, though both would have benefited by the success of the wife's contention in that case.

With regard to what is "material evidence," the views of Draper, C. J., in *Orr* v. *Orr*, 21 Gr. 409, may be referred to. He held it to mean material to the issue to be sustained by the party to be corroborated. Unless the evidence, other than his own, tends to prove the contract, it is not corroborative. Some English and Irish cases give a very liberal construction to similar language in the Imperial Statute, 32-33 Vict. c. 68. This Act provides that in case of action for breach of promise, the parties are competent to give evidence provided that no plaintiff can recover unless his or her evidence "shall be corroborated by some other material evidence in support of such promise." In *Re Bessela* v. *Stern*: the plaintiff's sister was called to corroborate the plaintiff's evidence. The sister said that she heard the plaintiff say to the defendant: "You always promised to marry me, and you don't keep your word." The defendant made no answer. In the Court of Common Pleas, it was held that this was not material evidence in support of the promise, but the Court of Appeal reversed the decision. Cockburn, C. J., said that the corroborative evidence need not go to the length of establishing the contract relied on; what the statute requires is evidence which is confirmatory of the testimony of the principal witness in regard to the contract already in evidence by her, and which makes her statement probable and credible. Bramwell, L. J., was of the like opinion, and observed (in one of the reports) that "material" was held to mean some evidence which corroborates the story of the principal witness, "and that the word gave no additional force": L. R. 2 C. P. D. 265; 37 L. T. N. S. 88; 25 W. R. 561. So corroboration in a material particular was held sufficient in *Hodges* v. *Bennett*, 5 H. & N. 625, and it was observed by Martin B. that this was in analogy to the practice as to the confirmation of the testimony of accomplices in criminal cases.

The last case on this subject is that of *Reg.* v. *Bannerman*, 43 U. C. R. 547, where the prisoner was indicted for forging a promissory note. Hagarty, C. J., there said: "I cannot believe that our Legislature, by the language used, meant corroboration by independent testimony as to every material fact." Armour, J., agreed with this view, but Cameron, J., dissented, holding that the "evidence," meaning the material fact of the case, (*i. e.*, that the prisoner had unlawfully signed the prosecutor's name to the note) must be corroborated.

It is worthy of observation that the Irish Court of Exchequer in 1872 came to the same conclusion as did the Court in England five years later. In *Hickey* v. *Campion*, Ir. R. 6 C. L. 557 (which is not cited in *Bessela* v. *Stern*), the plaintiff deposed that while attending the defendant during a sudden attack of illness in a public house, he said to her: "*Who*