

in the pleadings mentioned, and proceedings taken in connection therewith, are void and of no effect, in so far as the same assume to deal with or affect the plaintiff's said lands; and let the defendant corporation be restrained from further proceedings with the sale thereof or from executing a deed thereof to the defendant Reaume; and let the defendants be restrained from putting a cloud on the plaintiff's title to said lands or continuing the same thereon.

The plaintiff is entitled to the costs of the action against the defendant corporation; and the defendant Reaume is entitled to be repaid all sums of money paid by him on account of the purchase of the plaintiff's said lands, with interest and the costs of his defence.

DIVISIONAL COURT.

DECEMBER 15TH, 1910.

*COLVILLE v. SMALL.

ChamPERTY—Action by Assignee of Claim—Agreement to Divide Fruits—Invalidity—R.S.O. 1897 ch. 327, secs. 1, 2—Illegality—Public Policy—Dismissal of Action—Con. Rules 259, 616.

Appeal by the plaintiff from the judgment of MIDDLETON, J., 22 O.L.R. 33, ante 77, dismissing the action, upon an issue of law, upon the ground that the plaintiff was suing by virtue of a champertous assignment.

The appeal was heard by FALCONBRIDGE, C.J.K.B., BRITTON and RIDDELL, JJ.

W. M. McClemon, for the plaintiff.

J. L. Counsell, for the defendant.

FALCONBRIDGE, C.J.:—I agree with the judgment appealed against, on the grounds set forth therein.

The appeal must be dismissed with costs.

BRITTON, J.:—I agree that the appeal of the present plaintiff must be dismissed, but nothing in the present action, or its result, should prevent the recovery by the assignors, Remo Gori

*This case will be reported in the Ontario Law Reports.