Judge Bruneau's account for services as Commissioner, appointed to take cognizance of the contested election of plaintiff as Legislative Councillor for the Laurel division. The plaintiff had paid this account and taken a subrogation of the claim, for which he instituted an action against the defendants and obtained judgment. The defendants raised two points. First, that the Commission being jointly issued at the instance of the petitioners and the sitting member, each of the parties was jointly and severally liable to the Commissioner. Second, that the sitting member having paid the amount to the Commissioner, he had only a right to a contribution from the defendants [Lamère, McNaughton and McCarthy] petitioners, for one-half of the amount so paid, each of the defendants being bound to pay him but one-sixth of the amount, they, in their relation to plaintiff, being joint, and not joint and several, debtors.

DUVAL, C. J., said there was an error in the judgment of the Superior Court. It condemned the petitioners, defendants, to pay the entire amount. This was not correct. The amount must be reduced to $165, being the half of $330, amount transferred, and the condemnation would be jointly, but not *solidairement*. Judgment reformed.

Devlin & Kerr for appellants; Lafrenaye & Armstrong for respondent.

Montreal, Sept. 6th, 1865.

BUNTIN, appellant; and HIBBARD, respondent.

HELD—That an appeal may be had to the Judicial Committee of the Privy Council when the amount involved in the controversy exceeds £500 stg., though the amount actually demanded in the declaration be less than £500.

In this case the judgment was for the sum of $1600, balance of $2800, $1200 having been paid on account before action brought. [See 1 L. C. Law Journal P. 34, where the case is reported.] On a motion made by respondent for leave to appeal to the Privy Council,

DUVAL, C. J., said the judgment of the Court of Appeals set aside the contract, and the plaintiff was ordered to take back his rags, which had been sold for $2800. It was quite evident, therefore, that the controversy was for a sum exceeding £500 stg. On the ground that the judgment expressly set aside the contract, the motion for leave to appeal would be granted.

AYLWIN, J., said he was of a different opinion. The right of appeal depended on the amount of the demand.—Motion granted.

COURT OF QUEEN'S BENCH.

DECEMBER 5TH, 1864.

PRESENT: Duval, Ch. J., Aylwin, Meredith, Mondelet, and Drummond, J.

QUEEN *v.* SAMUEL PERRY.

HELD—That the evidence required by Consol. Stat. Can., Cap. 94, Sec. 26, to corroborate the evidence of an interested witness, cannot be based upon something stated by such witness.

Mr. Johnson, Q.C., for the Crown, stated that the prisoner Perry had been tried on a charge of forgery of a promissory note. The indictment contained two counts. The first charged that the prisoner forged, and the second that he uttered. The name charged to have been forged was Henry Smith. Henry Smith proved so far as he could prove it, that the signature was not his. The prisoner was undefended, and the learned Judge who presided at the trial (Mr. Justice Drummond), reserved the question for the full Court whether the evidence was sufficient to justify a conviction. There was in the first place the evidence of Henry Smith himself, who swore that the signature was not his. The only corroborative evidence was the following: Smith deposed that meeting Perry, he told him the signature was forged. Perry replied "that is no forgery. I saw you sign the note myself one evening that we were at the Cosmopolitan Hotel; a man named Deveau, and another young man were present at the time." The Crown brought up Deveau, and he swore that he had never seen Smith sign the note. Mr. Johnson observed that under cap. 94, Consol. Stat. Canada, sec. 26, no person is to be deemed an incompetent witness in support of the prosecution by reason of any interest which such person may have in respect of any writing, &c., given in evidence, but the evidence of any person so interested shall in no case be deemed sufficient to sustain a conviction, unless the same is supported by other legal evidence.

Mr. Justice Drummond said that he had felt it his duty to reserve this point for the full Bench, especially as the prisoner was undefended. The question was, could Henry Smith, who was only *quasi*-competent as a witness, lay the substratum of the corroborative evidence required by the statute.

The Court took time to consider, but the following (March) term, they unanimously expressed the opinion that the evidence offered in corroboration was wholly insufficient, Deveau merely contradicting something which the interested witness said that the prisoner had said.

SUPERIOR COURT—JUDGMENTS.

MONTREAL, 30th June, 1865.

BADGLEY, J.

EUSTACHE BRUNET *dit* LETANG, *et al.* v. VENANCE BRUNET *dit* LETANG, *et al.*

Notarial Will set aside.—Held, that a will made before a notary and two witnesses under circumstances which rendered it improbable that the testator was in the possession of his faculties, or that the will was dictated by him, cannot be maintained.

This was an action brought by some of the children of Eustache Brunet, the elder, against the other children, claiming their share of the succession of their father. The defendants pleaded that they were in possession of the estate under a will made by the deceased on the 27th of April, 1863, at St. Joachim de la Pointe Claire, before Valois, Notary, and two witnesses. The plaintiff then inscribed *en faux*