

This action is not governed by the Goodison case; both defences fail; and the plaintiff is entitled to judgment.

Damages assessed at \$1,400.

Judgment for the plaintiff for \$1,400 with costs.

SUTHERLAND, J.

NOVEMBER 26TH, 1915.

*STONEHOUSE v. WALTON.

*Deed—Renunciation of Interest in Farm—Action to Set aside—
Lack of Independent Advice—Undue Influence—Laches and
Acquiescence.*

Action to set aside an agreement or settlement executed by the plaintiff, under seal, on the 4th July, 1902, whereby she covenanted and agreed with the defendant to deliver up possession of a certain farm upon her marriage. Her interest in the farm was under the will of the defendant's mother, and was not to begin until the death of Thomas Forfar, who at the time of the trial of the action was still alive. Under the will, the plaintiff was entitled to the farm, at a nominal rent, for her life, after the death of Thomas Forfar, who had adopted her as his child. After her death, the farm was to go to the defendant. The impeached agreement was made in order to carry out what was said to have been the intention of the testatrix, though it was not so expressed in the will. The plaintiff was married in 1908. This action was begun in April, 1914.

The action was tried without a jury at Toronto.

W. Laidlaw, K.C., for the plaintiff.

J. E. Jones, for the defendant.

SUTHERLAND, J., read a considered judgment, in which he set out the facts at length, and referred to *Huguenin v. Baseley* (1807), 14 Ves. 273; *Allcard v. Skinner* (1887), 36 Ch. D. 145; *Underhill's Law of Trusts and Trustees*, 7th ed., p. 95; *Kerr on Fraud and Mistake*, 4th ed., pp. 147, 148, 149; *Cox v. Adams* (1904), 35 S.C.R. 393; *Bank of Montreal v. Stuart*, [1911] A.C. 120; *In re Howes, Ex p. White*, [1902] 2 K.B. 290; *Chaplin & Co. Limited v. Brammall*, [1908] 1 K.B. 233.

Continuing, the learned Judge said that the onus was upon the plaintiff to shew some substantial reason why this voluntary