

HON. MR. JUSTICE BRITTON:—It is alleged that the plaintiff, at the time she executed the conveyance now attacked, was of unsound mind; that the conveyance was obtained by undue influence; that the act of giving it was improvident, and that she had no independent advice.

The plaintiff is a widow of about 86 years of age. She was the owner of the house and lot in Bridgeburg, and also the owner of another house and lot in Fort Erie, each worth about \$1,000, and she apparently has about \$2,000 in money deposited in a bank. Her husband died about 3 years ago, and since then she has been failing in health, both mentally and physically.

For some time prior to the 30th September, last, the plaintiff resided with her brother Henry Clipperton, the next friend in this action, and their sister. The plaintiff missed a small pin—of some value to her—and she became suspicious of her sister. In a moment of pique, she announced her intention of leaving, and going to the house and home of the defendant, he being her nephew. She went, and according to the evidence of the defendant, stated that she desired him to accept the house and lot in question in this action. The defendant did not appear very eager to accept at first, but the plaintiff again and more than once referred to it, and intimated to the defendant that if he did not take it perhaps her brother or sister, or both, “they” would get it away from him, or something to that effect. Thereupon the defendant sent for his attorney, one George Bailey. Mr. Bailey went to defendant’s house. The plaintiff had no title deeds with her, but produced a tax paper. Armed with this Mr. Bailey went to the Registry Office and procured a correct description. He then prepared the quit claim, and as he says, read it over to the plaintiff. It does not appear that the plaintiff asked any questions, nor does it appear that she asked to have the gift limited to an estate in remainder. Probably that was suggested by defendant, as he desired to allow the plaintiff the use of the house during her life. It is admitted that the conveyance was voluntary. The words “One dollar and other valuable consideration,” mean nothing, as the dollar was not paid, and there was no “other valuable consideration.” The defendant does not attempt to support the transaction in any other way than that the plaintiff freely and voluntarily, not influenced in any way by the defendant, but acting upon independent