

\$30 and the costs of the loan in cash to the solicitor who was acting for defendant. The plaintiff then gave the defendant an order on the loan company for the whole proceeds of the loan, and when paid the land was to be conveyed by the defendant to the plaintiff's wife. The loan was delayed several months waiting for the patent from the Crown, and when it did arrive the defendant demanded a further sum to cover interest on his claim in the meantime. The additional sum was not paid and a short time afterwards the defendant notified the plaintiff that if he wanted the farm he would now have to pay \$2,000 for it. In November, 1903, the plaintiff went to the defendant's office and received from him a letter written by the defendant, addressed to the plaintiff's wife, offering to sell the farm to her upon certain conditions for \$2,000, and the defendant, at the same time, procured the plaintiff to sign a letter agreeing to leave the place and all his improvements if the option to purchase was not exercised before the first day of November, 1904. When this last letter was signed, the plaintiff was told by the defendant that he must do so or leave the place.

Held, that this transaction was, on its face, most unfair, and extortionate and having been obtained by duress, could not be allowed to stand in the way of the plaintiff's right to redeem, which, before it was entered into, was clear upon the evidence that the quit claim deed he had given was only intended as a security.

Ford v. Olden, L.R. 3 Eq. at p. 463, followed.

Judgment for redemption with costs as defendant had disputed the right to redeem.

Haggart, K.C., for plaintiff. *Wilson and Haffner*, for defendant.

Province of British Columbia.

SUPREME COURT.

Morrison, J.]

[Aug. 1.

CHINESE EMPIRE REFORM ASSOCIATION *v.* CHINESE DAILY
NEWSPAPER PUBLISHING CO.

Company—Non-trading corporation created under the Benevolent Societies Act, R.S.B.C., 1897, c. 13—Libel of.

A non-trading corporation, having the right to acquire pro-