

THE
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BOYD, C. DECEMBER 22ND, 1902.

TRIAL.

LOCKHART v. LOCKHART.

Deed—Action to Set aside—Improvidence—Family Settlement—Costs.

Action to set aside a conveyance of all her land and goods in the county of Haldimand by the plaintiff, then seventy-eight years old, to her son and his children.

W. D. Swayzie, for plaintiff.

S. C. Macdonald, Dunnville, for defendant Norman M. Lockhart.

F. W. Harcourt, for infant defendants.

BOYD, C.:—It was not proved that the deed was read over to the plaintiff, and the circumstances surrounding the transaction disclosed improvidence on the plaintiff's part. There was no provision for maintenance, or at least no written agreement to manifest it, and no security for its performance. The house of the adult defendant was no home for the plaintiff, and having given away all her property she ought to be in a position to enforce greater comfort in her old age. The plaintiff's offer to be satisfied with the return of the lands and chattels without any mesne profits appears to be a proper solution of the controversy. The defendant had made no improvements worthy of serious consideration. Conveyance set aside, and land vested in plaintiff; chattels to be returned in specie. As the matter was in the nature of a general settlement of a family controversy, no costs.

DECEMBER 22ND, 1902.

DIVISIONAL COURT.

GRAINGER v. HAMILTON.

Seduction—Evidence—Action Brought for Daughter's Benefit—Judge's Charge—Credibility of Witnesses—Rejection of Evidence—No Substantial Miscarriage.

Appeal by defendant from judgment of FERGUSON, J., entered pursuant to the findings of the jury in favour of the