

the legacy to the niece dependent upon her abandoning all claim to any interest in the Bay street property.

It is said that in 1909 a new arrangement was made, by which the niece abandoned all claim to a beneficial interest in the Bay street property. . . . The letter of 1900 refers to a conversation with Mr. Frank Hillock. . . . He took an active interest in her welfare, and in addition took charge of the Toronto property for Mr. T. A. Snider.

On the 10th May, 1909, Mr. Hillock had an interview with Mr. Snider at Toronto, resulting in another letter to the niece, as follows: "In conversation with uncle T. A. this afternoon, he gave me to understand that, on account of Ed. having died, he is going to make a new will. You will remember that he purchased Ed.'s half share in 78 Bay street and got you to sign over your right to the other half, so that he might put his money in a new warehouse so as to get a return out of the property. The building when completed was leased for ten years to Mr. Westwood at \$244.25 per quarter, and, after paying the insurance, one-half, \$122.12 per quarter, less your share of the insurance, was paid to you. When the fire occurred, a new arrangement was made with Mr. Westwood, and you were paid \$600 per year. He is paying six per cent. for ten years on the land, which was figured at 24 feet at \$700 per foot, \$16,800 at 6, \$1,008—your half share being \$504. He is going to pay you as at present \$600 per year; and, in consideration of your giving up your claim to your half interest in the land, he will insert in his new will to his executors to pay you at his decease \$1,200 per year during your life, and at your decease to your children \$20,000. Should you die without children, the \$20,000 will go back to his estate for other heirs. He is willing, as well as having it in his will, to sign an agreement to that effect. He says he will be back in Toronto about the middle of June."

To this the niece replied on the 20th May, 1909, as follows:—

"Your first letter forwarded to me from Chicago in regard to the lots. . . . Now the second one, regarding uncle T. A.'s will is quite all right, but the present arrangements I do not think are quite right according to the original agreement.

"I have Mr. Irwin's letter before me now, and, according to the original agreement, if I signed over my share, I was to get one-half the proceeds, which, as you say in your last letter I did receive, one-half of \$244.25 per quarter. Now there was a new agreement with Mr. Westwood after the fire, but no different arrangement with me; and, as uncle T. A. has not paid any more money up, the original agreement holds good that I