

the eyes of the law; and for what purpose. The amount involved is not insignificant; it is doubtless large in the eyes of those entitled to the money; and so, if safety infringes upon saving, it cannot, or at least ought not to, be helped.

I have retained this case for a considerable length of time in order that I might confer with any of the Judges before whom the recent amendments to the Act might have come up for consideration, and also to obtain all the information possible upon the subject from the Provincial Department of Insurance.

FALCONBRIDGE, C.J.K.B.

DECEMBER 12TH, 1913.

ARKLES v. GRAND TRUNK R.W. CO.

Release—Action for Negligence Causing Personal Injuries—Defence of Release under Seal—Payment of Small Sum and Execution of Document Releasing Defendants—Issue as to Validity—Fraud—Undue Influence — Evidence — Finding of Fact of Trial Judge.

Action for damages for personal injuries sustained by the plaintiff by reason, as he alleged, of the negligence of the defendants. Negligence was denied by the defendants, and they also pleaded a release executed by the plaintiff under seal.

The trial was at Owen Sound.

W. H. Wright and J. C. McDonald, for the plaintiff.

D. L. McCarthy, K.C., for the defendants.

FALCONBRIDGE, C.J.K.B.:—This is an action for injuries said to have been sustained by the plaintiff owing to the negligence of the defendants. The defendants filed the usual pleadings denying negligence and alleging contributory negligence, and further setting up a release under seal. The plaintiff replied that the release had been obtained by fraud and undue influence on the part of the defendants and their agents, and therefore was not binding upon him.

I proceeded to try the issue on the release first, and reserved judgment thereon, meaning to go on and try the remaining issues with the aid of the jury so that the case would be finally disposed of as far as the trial was concerned. Then counsel for the defendants made an application to put off the trial