

Portions of defendant's examination were also put in by plaintiff. From this it appears that the solicitor who acted for the estate was engaged by defendant and plaintiff apparently on the suggestion of the doctor. The brother and sister lived on the homestead from December, 1887, until 1891. She says plaintiff wished to take the property on Wellington street, and for her to take the homestead, and it was decided by the executors and divided in that way. The executors had nothing further to do with the estate after the release was given. She says her brother agreed to the release, which was prepared by Mr. Shaw and signed in the presence of Dr. Devlin, and there was never any friction between them.

This closed plaintiff's case, and I can find no proof whatever of any misrepresentation or undue influence. The solicitor who prepared the deeds and release and the doctor who witnessed the final agreement were not called, and, in my opinion, it being a family settlement, plaintiff entirely failed to make out his case, had it stopped here.

For the defence, however, both the solicitor and the doctor were called. I will shortly refer to the defendant's evidence. She explains that the solicitor, Mr. Smith, was the son of Dr. Smith, the family doctor, and that is how he happened to be retained as solicitor for the estate.

The parties with the executors and Mr. Smith made the valuations put upon the property, and there was a partial division of the real estate according to these valuations, the brother preferring to take the corner lot. The result of this division would be that, according to the valuations put upon the lots as appears in the deeds, she would have an advantage of half the value of the Scanlan lot, viz., \$250.

There was a loss on bad loans of \$900. The loans were made, she says, with plaintiff's knowledge and consent, to relatives, to get a higher rate of interest. She says the matter was talked over between herself and brother, and he thought the settlement by which she was to receive \$550 very satisfactory, and so the final settlement of 1894 was made. They had lived together for 4 years and a half after the father's death, and all the money of the estate had been used up, except the \$150 which was paid to defendant at the time of settlement. She says she paid the expenses of the housekeeping, and paid for his clothes, etc., out of the estate moneys, the two living together.