

reconveyance of the land. This conversation and the threats made were communicated to C. who was asked to sign and return a deed sent her reconveying the land to W. R. The deed was signed and returned in accordance with the request, and plaintiff thereupon obtained from W. R. a mortgage of the land to secure the debt due to him. Registration of the deed made by C. having been refused in consequence of an informality in the execution, it was returned to her to be properly executed, but C., having obtained advice in the meantime, declined to re-execute the deed or to return it. In an action by plaintiff to recover possession of the deed or for a declaration that the land was the property of W. R. at the time he gave the mortgage, the trial Judge found, among other things, (1) that W. R. requested C. to reconvey the property to him from fear of criminal consequences, which fears were the result of conversation with plaintiff and one C., a solicitor, and that W. R. when he wrote for the deed informed C. of his fear that he had made himself criminally responsible; (2) that C., acting on the information conveyed to her by W. R. and under the belief that he had made himself criminally responsible, executed the deed; (3) that C. had no knowledge at the time that plaintiff intended to take the mortgage.

*Held*, that the case came within the class of cases where the Court will set aside the transaction for pressure and undue influence.

*Held*, that plaintiff having requested W. R. to procure the re-conveyance, made W. R. his agent for that purpose, and that he could not repudiate such agency while seeking at the same time to have the advantage of the re-conveyance procured by W. R. from C., and that C. was entitled to have such re-conveyance set aside with costs.

*F. H. Bell*, for defendant. *F. T. Congdon*, for plaintiff.

Full Court.]

KIRKPATRICK v. MILLS.

[Jan. 11.

*Libel—Evidence—Solicitor—Neglect to attend trial—New trial—Consent to reduce verdict.*

On the trial of an action for libel witnesses who had read the paper containing the libel were allowed to state to whom they thought the libel referred.

*Held*, that the evidence was admissible. At the opening of the term at which the case was set down for trial the jury cases were the first for trial, and after the Court met cases were set down for special days. Defendant's attorney was not present at the time this was being done, nor was he represented by counsel. In consequence, the cause was tried in defendant's absence, and judgment was given against him.

*Held*, that under these circumstances defendant was entitled to a new trial if he desired it, but only upon payment of costs of the former trial and of argument.

The facts as shown by the affidavits went to show that defendant admitted publication of the libel, and had expressed his willingness to apologize therefor in terms proposed by plaintiff's solicitors.

*Held*, that plaintiff would be entitled to a verdict, and that as he had agreed to reduce the damages to a nominal amount the verdict should be allowed to stand subject to such reduction.

*F. T. Congdon*, for appellant. *J. A. Chisholm*, for respondent.