

There is no doubt that they contain allegation of matters of fact and of things done by defendants to induce plaintiff by threats of having her declared insane, and by cruelty after they had induced her to go and reside with them, to give her daughter the conveyance of the land.

These, however, are to be considered in view of the basis of the action, which is fraud. As to this Lord Watson said in *Salomon v. Salomon*, [1897] A. C. at p. 35: "A relevant charge of fraud ought to disclose facts necessitating the inference that a fraud was perpetrated upon some person specified." The paragraphs in question seem only to be a compliance with this rule. They contain some of the material facts at least on which plaintiff will rely to prove her case. Merely to allege a fraud would not be enough. Such a statement of claim must be amended. Otherwise the defendant in such an action would be left in ignorance of what was meant.

Paragraph 9 is in a somewhat different position. The deed complained of was made on 8th March last. Paragraph 9 alleges that on the previous day the daughter, by way of colourable consideration for the deed, covenanted with plaintiff to keep her during her life, and if she wished to live elsewhere to pay her \$3.50 a week and furnish her with all necessaries in sickness as in health. It concludes as follows: "The said defendant in said agreement further covenanted that she would not sell or convey said lands during the lifetime of the plaintiff." No doubt, in one aspect, this is anticipating a possible defence, and so is premature. But another is that the agreement of 7th March required defendants to do certain things as a term of the deed which plaintiff was to give and did give the next day; that this was part of the whole scheme to get the deed from plaintiff, in which it would be a very important factor (if true) that the undertaking not to alienate the lands during plaintiff's life was in the agreement, but was left out of the deed, whereby plaintiff was deprived of a most important protection which was to have been reserved to her.

This 9th paragraph might, no doubt, have been made fuller and more explicit if the agreement is as I supposed it to be. The fact of the land being two lots in the city of Oakland, in California, has probably had a good deal to do with the action and the complications that have arisen. Had land of any such value in the county of Leeds and Addington