

Defendant admits that she got the \$1,616, and that plaintiff sold a horse and received \$30, not \$35, so that plaintiff had \$1,646 in all; and that he discussed with her the matter of leaving his money with her, with the result that plaintiff retained \$41, and left \$1,605, which amount defendant deposited on 14th May, 1900, in the savings bank department of the Bank of Hamilton at Wingham, as she promised to do.

As between plaintiff and defendant, I think plaintiff has failed to shew that defendant received any more money than the \$1,605 which defendant admits. . . .

There is now no dispute about the sum of \$1,000, which was paid to plaintiff on 6th December, 1902. Defendant says plaintiff is mistaken about the sum of \$27, as she did not pay him that sum in April, 1903, but she did pay him \$30 about 2nd January, 1903.

The dispute is narrowed to the following items which defendant says she paid to plaintiff:—

2nd June, 1900	\$500
18th March, 1903	133
8th June, 1903	10
2nd July, 1903	15

I find that plaintiff is mistaken as to the amount and date of the alleged payment to him of \$27 as of April, 1903, and that plaintiff should be charged with \$30 as contended for by defendant.

I am of opinion that the evidence of defendant is corroborated as to the payment by her to plaintiff of \$500 on or about 4th June, 1900, and so I find that payment made as alleged.

As to the \$133, defendant has not satisfied the onus cast upon her of establishing this payment. . . . The circumstances are such that in the face of the denial of plaintiff I can not find in defendant's favour upon that item. . . .

As to the items of \$10 and \$15 which defendant says were paid, I did not understand plaintiff, when cross-examined, positively to deny their receipt. I must find that these sums were paid to plaintiff. . . .

Plaintiff is entitled to judgment for \$131.55 with County Court costs.

This is a case in which, in the exercise of my discretion, I should certify to prevent defendant setting off costs against plaintiff. Plaintiff is illiterate. Defendant is a shrewd business woman. The defence set up as to the payment of the \$133 is such as to disentitle defendant to set off costs. . . .