

1875. previously assisted him occasionally : she stated, "Father promised to give the fifty acres to *Boyd*, and help him all he could, if he would marry me." This witness also proved improvements made by *Boyd*. "Father gave the land for the work *Boyd* did for father, and for my marriage ; *Boyd* took the lot for this, and was satisfied. Father, before our marriage, promised this fifty acres to *Boyd*." She denied any knowledge of the agreement that after the death of herself and *Boyd* the lot was to go to her eldest son. There was no writing before her marriage between her father and *Boyd* about the lot.

Boyd
v.
Shouldice.

Sarah McLelland, a sister of *Mary Gordon*, said, "I have heard my father say he would give *Donald Boyd* fifty acres for taking my sister as his wife. I heard him afterwards say he had done so."

Statement. *James McLelland*, the husband of *Sarah*, testified that *Shouldice, Jr.*, told him the deed to him was all nonsense, that he only wanted to get *Mary* off the place.

The cause was heard before *Blake, V. C.*, at the sittings at Walkerton, in the autumn of 1874, who made a decree for specific performance, and directed a vesting order of the fee simple to be made.

The defendants thereupon reheard the cause.

Mr. Bethune, for the defendants, contended that the evidence shewed clearly that the bond which had been executed was voluntary, and without any good consideration therefor, and was not such an instrument as this Court would be active in enforcing ; and if the Court should be of opinion that any valuable consideration was established, then the bond clearly shewed that an estate tail male was what the obligor had stipulated to convey.