

executed by the obligor, and that *Donald Boyd* never paid the consideration money. 1875.

Boyd
v.
Shouldice.

The answer of *James Shouldice*, Sr., stated that *Donald Boyd*, after his marriage, was afflicted with sickness, and the defendant, with *Donald Boyd's* assistance, put up the house on the land in question, which was taken possession of by *Donald Boyd* without the obligor's knowledge; and that, on account of his illness he was allowed to remain there; denied all knowledge or recollection of having executed any such bond, but sometime after its date he heard of its existence and procured a copy; that *Donald Boyd* never paid him any money on account of the land; that he never intended to give *Donald Boyd* the land, and did not recollect ever instructing any one to prepare such a bond.

The execution of the bond was proved by the solicitor, *Mr. McMillan*, who drew it, and who received his instructions from the obligor. In his evidence he stated that "He said he wanted to give his son-in-law fifty acres of land. He said he owed *Donald Boyd* a considerable sum of money, and on account of this and being his son-in-law he was going to give him this bond. * * About three months after he signed the bond he asked me to read it to him; I did so, and he said it was all right. * * I inserted \$300 of my own notion; understood *Shouldice* was to give this partly on account of the wages he owed *Boyd*, and partly because *Boyd* was his son-in-law."

Mary Gordon, the mother of the infant plaintiff *Catharine Boyd*, and the widow of *Donald Boyd*, proved that she married *Boyd*, 11th May, 1863, after having had a child by him, and that she had two others by him after marriage, one of whom died. *Donald Boyd* came to work with *James Shouldice* 16th May, 1863, having