

performing other services and for damages for breach of contract.

Tried at Sarnia.

J. R. Logan (Sarnia), for plaintiff.

A. Weir (Sarnia), for defendants.

HON. SIR GLENHOLME FALCONBRIDGE, C.J.K.B.:—I find that there is some corroboration of portions of plaintiff's claim.

The first item—3 weeks' nursing in 1910—is abandoned. I have numbered the others in the margin of 12th par. of the statement of claim.

(1) 6 months' nursing, etc. She undoubtedly did some things for him as appears by the evidence of Slater and McPhee, witnesses for defence. She was not giving up her whole time.

I allow her for this	\$100 00
(1) Baking and nourishment. I allow nothing as there is no corroboration.	
(3) Extra washing, 3 weeks	10 50
(4) Going few steps out of her way to take letters to hospital	10 00
(5) Caring for room—June to November, 1913	32 00
	\$152 50

There is corroboration by Cook and Worsley of an intention on the part of testator to do something in the direction of assisting her in repairing or improving her house. Her house has been improved in value to a greater extent than the amount spent on it, but I allow her by way of damages the sum of

\$150 00

Total \$302 00

Judgment will be entered for plaintiff for \$302 with costs on the County Court scale and no set-off of costs by defendants.

Defendants on passing their accounts to have costs as between solicitor and client out of estate.

Thirty days' stay.