

is a hard-working woman, purchased lot 40, according to plan M. 67 filed in the office of Land Titles at North Bay, which land is situate at North Cobalt.

Upon this lot the plaintiff, out of her earnings built a house, and she in the main supported the defendant. The defendant did to some extent contribute by his labor to his own support.

The plaintiff, as she states, was anxious that the defendant would marry her, and he repeatedly promised to do so—but for some reason he would never fulfil his promise. On the 9th August, 1909, an agreement, under seal, was entered into by the parties. By this instrument the plaintiff agreed after the sale of the property, to pay over to the defendant one-half of the proceeds of said sale, and that she would not dispose of the property for less than the sum of \$1,800 without the written consent of the defendant. The defendant agreed that he would accept one-half of the proceeds of the sale in full of all his claim and interest in the property and he agreed that he would withdraw any caution filed by him in the office of Land Titles at North Bay. Apparently a caution had been filed, but no proof of such was given at the trial.

After the agreement was entered into the plaintiff was married to a man named Pepperas, and is now living with him as his wife. The plaintiff brought this action charging that the defendant falsely and fraudulently represented to the plaintiff that he intended forthwith to marry the plaintiff and by reason of these representations induced the plaintiff to enter into the agreement mentioned. She asks for cancellation of the agreement, for damages for breach of promise to marry and for money advanced for support of defendant, and for money advanced to him for other purposes. The defendant sets up by way of defence that he bought the lot and erected the house at his own expense and he counterclaims asking for a declaration that the property belongs to him, and for possession.

I find that the plaintiff purchased the lot, and paid for the erection of the house, and that the defendant has no right whatever to the property—other than what he may have, if any, under the agreement mentioned. There was no consideration in fact for that agreement other than what is implied in the evidence given by the plaintiff. The promise, and covenant given by the plaintiff were in considera-