

conveying all her property to defendant Waffle, in consideration of an agreement by Waffle to maintain her during her life, and providing that in case of refusal or neglect on his part to carry out the agreement he should pay her \$25 per annum. The agreement was made a charge upon other property of defendant.

At the time she executed the conveyance deceased was about seventy. Some months before that the house upon her farm had been burned, leaving her without a home. Her children, who lived a long distance away, were communicated with, but did not seem disposed to put themselves about to look after their mother.

The defendant Waffle was a nephew of the deceased, and lived a few miles from her farm. From the time of the execution of the deed and agreement she continued to live with Waffle until she died in March, 1897; and the defendant paid her debts, comfortably maintained her during her life, and provided her with decent burial.

R. T. Walkem, K.C., for plaintiff.

J. L. Whiting, K.C., for defendants Waffle and Noonan.

W. A. Lewis, Brockville, for defendants the Foleys.

J. B. Walkem, Kingston, for the infant defendant.

TEETZEL, J.—I find as a fact that the property conveyed by the deceased to the defendant Waffle, which consisted of some chattel property of trifling value and an equity in the farm in question, did not exceed in net value the sum of \$800, after payment of the debts and incumbrances.

I also find that the agreement and conveyance were brought about at the solicitation of the deceased; that she was not unduly influenced in any way by defendant Waffle; that there was no fiduciary relationship existing between them; that a solicitor . . . was called in by defendant Waffle to prepare the agreement; and that he was in conference with the deceased for at least half an hour before the agreement was prepared.

I also find that, while the memory of the deceased had been somewhat impaired by age and disease, she was possessed of sufficient mind, memory, and understanding to appreciate the transaction.

I also find that . . . the transaction was not improvident.