

Merewether met the plaintiff and made a settlement with him, taking a release under seal "for all claims, causes of action, actions, suits, or proceeding, and from all costs or damages to which I may be entitled against him, this to be taken as an absolute settlement of the same, and of an action by me against him now pending." The sum of \$30 agreed upon was then and there paid by Merewether to the plaintiff. The defendant adopted the settlement.

The settlement coming to the knowledge of the plaintiff's solicitors, they demanded to be paid their costs by the defendant. This being refused, and the plaintiff insisting on the action proceeding, a further plea was made setting up the settlement; to this a reply was filed denying the settlement, and claiming a declaration that the release was void, and asking to cancel or reform it. Some interlocutory proceedings were had which need not be noticed.

Upon the case coming on for trial, I withdrew from the jury for trial by myself the question of the validity of the release, leaving to the jury only the libel. The jury found for the plaintiff, as they were bound to do on the evidence, and there remains to be disposed of only the question of the validity of the release.

The plaintiff alleges in substance that he was defrauded; that the real settlement was that the defendant was to pay all costs (including the costs of the plaintiff). He says that he did not read the document fully, that Merewether read it hurriedly after he (M.) had bought him two or three drinks; then when he signed the document Merewether had his hand partly over it, so that it could not be fully read; and that he (the plaintiff) did not understand that he was releasing all claims that his costs should be paid.

I think there can be no doubt that at the time the plaintiff was disheartened; he was not satisfied at the way the litigation was proceeding; he was dissatisfied with the result of an action against the publisher of another newspaper, and with the small amount of money he had got out of it; he was not quite pleased with his solicitors; and was willing to make a settlement for a very small sum in hand. There is no semblance of foundation for the charge that M. led him to drink, or that any advantage was taken of a man partly intoxicated. M. did treat him—he was more than willing to be treated; but it was just the usual treat on closing a deal, which seems to be part of what is considered proper, if not indeed almost absolutely necessary, in many