

can only take what I consider the effect of it. Dr. Alguire, who had been her attendant physician for many years, said: "I think, under ordinary circumstances, with due deliberation, if she had reasonable time, that she ought to be able to conduct any ordinary business." He says further that he has always found her an intelligent person, and it is manifest that she is a lady of good education. I think these expressions of Dr. Alguire furnish the keynote of his opinion so far as it bears on the question here. Sir James Grant does not entirely agree in this with Dr. Alguire. He seems, however, to pay much respect to the opinion of Dr. Alguire. Sir James was not an attendant physician and saw and examined the plaintiff only once (the day before giving her testimony). No doubt a very learned and experienced witness, yet his evidence must have been purely theoretical. The testimony of Dr. Burgess does not cast much more light upon her condition. According to the professional evidence, especially that of Sir James Grant, her memory was the part of her mind that would be most defective.

Now, I have endeavoured to gather in the effect of all the evidence regarding the mental condition of the plaintiff at the time the paper was signed. I have read throughout her examination for discovery in this action—a large part of which had little or no relevancy to the case—for the purpose of understanding what were her mental powers; and I paid, as I think, strict attention to her demeanour and her answers in the witness box at the trial, all with the view of forming a correct opinion of my own upon the subjects, or an opinion as nearly correct as may be. I think the evidence of Mr. Smart, who had known the plaintiff, as he puts it, "all his life," who had done business with and for her, and who was present on the occasion in question, very important. The evidence of the attendant physician, who had known her 15 or 16 years, is also very important. I think the evidence of Mr. Smart as to what took place on the 6th March when this document was signed is to be preferred, and I find that there was not coercion or pressure brought to bear upon the plaintiff to cause her to sign the document. She was not taken by surprise. The subject was not new to her. She had considered the matter of selling her farm before, and the price that she should get for it. There was not what has been so often called "improvidence." I find upon the evidence that the price she was getting, \$7,000, was the full value of the farm, and the price she was ready and willing to take for it before there was in existence this document or any talk about it.