

There was no tender of any amount to defendant before action.

The quit claim deed must operate as a mortgage only, and the plaintiff be allowed to redeem.

Defendant must pay costs of action down to and inclusive of trial, these costs to be deducted from plaintiff's claim.

Reference to the Master to ascertain amount due on mortgage of 14th July, 1900, and amount of subsequent advances, if any, and defendant to be charged with rents, and to be allowed for all proper disbursements. Defendant to be allowed costs of redemption, from trial, to be added to his claim.

Plaintiff to redeem by paying within six months after amount ascertained or to be absolutely foreclosed.

CARTWRIGHT, MASTER.

JUNE 27TH, 1903.

CHAMBERS.

PINE v. McCANN.

*Solicitor—Bringing Action without Authority of Plaintiff—Daughter giving Instructions for Mother—Alleged Imprisonment of Mother by Defendant—Dismissal of Action—Costs.*

One Robert Reid, by deed dated in 1901, conveyed to defendant certain land with all the chattels thereon. At the same time defendant gave a bond to Reid by which he agreed to support Reid and his sister (plaintiff) during their lives, pay their funeral expenses, etc. The deed was registered, but not the bond. In February, 1903, a daughter of plaintiff instructed a solicitor to begin an action on behalf of her mother to set aside the deed or have the bond recorded. It was not known at that time where the bond was.

Plaintiff was at this time nearly 80. She resided with defendant, her son-in-law. The daughter stated to the solicitor that the mother had fully authorized her to take such steps as she thought proper to protect her interests. But the solicitor never saw the plaintiff, nor sent anyone to see her. The daughter represented to the solicitor that the mother was entirely under the control and in close custody of defendant, who prevented her being seen by anyone of whom he was suspicious. The action was begun on the 26th February. The solicitor wrote to defendant informing him that a writ had been issued, and asking him to name a solicitor on whom it could be served. On 6th March a Mr. G. answered this letter on behalf of defendant. A week later the solicitor wrote to Mr. G. that he had received instructions from a relative of plaintiff's, and adding, "We shall certainly go on." Mr. G. replied next day saying that plaintiff was satisfied as things were, and advising the solicitor to get his costs secured before making any. The solicitor wrote