

1902, the agreement as to possession of the western portion having apparently been made before that day.

C. P. Smith, for purchaser.

F. E. Hodgins, K.C., for vendor.

MACLAREN, J.A., held that the unconditional acceptance of McKim as a tenant was a sufficient taking possession to render the purchaser liable to interest from the 15th April, McKim being the purchaser's tenant from that time. The vendor, having put herself in a position to shew title only on the 22nd July, after the motion had been made, must pay the costs of it.

BOYD, C.

OCTOBER 13TH, 1903.

TRIAL.

ARCHER v. SOCIETY OF SACRED HEART OF JESUS.

Religious Society—Expulsion of Member—Insanity—False Imprisonment—Compensation for Services—Findings of Jury.

Action by Mary Archer against the society, the Mount Hope Institute, and Elizabeth Sheridan, mother superior of the institute, to recover the value of plaintiff's services to the society, of which she was a member, as cook and servant, and to recover damages for false imprisonment as a lunatic, expulsion from the society, and sending false reports to the head officers of the society.

Defendants pleaded, among other defences, the payment to plaintiff of \$300 and a release from her of all causes of action, the Statute of Frauds, and the Statute of Limitations. The jury found a verdict for plaintiff for \$3,000 as compensation for services, and \$5,000 for dismissal.

F. P. Betts, London, for plaintiff.

J. Magee, K.C., for defendants.

BOYD, C.:—The Court should not uphold the release on the ground that plaintiff retains the \$300 and does not offer to repay it. Upon all the circumstances the jury have found the release not binding on plaintiff, and to the charge on this head there was no objection. The signing of that release the jury have in effect found to be improvident, and made at a time when plaintiff was without any advice or protection. It is also to be noted that the money was paid by the lady superior as a gratuity only and not as a settlement of any recognized claim.