

to also buy stock in the defendant company. The evidence was taken at the trial subject to objection and I do not think it material or necessary to pass upon its admissibility.

It appears that the plaintiff did not learn that the representations which had been made to him were untrue until at a meeting of the defendant company held in Weland in February, 1913. Thereupon he promptly made the claim which he is seeking to enforce in this action, and it being resisted issued his writ on the 26th of May, 1913.

There will therefore be judgment against the defendant company rescinding the subscriptions for the said shares, rectifying the stock register by removing the name of the plaintiff as a shareholder therefrom, and for repayment of the sum of \$500, paid by the plaintiff for the first block of stock, with interest from the dates when he paid therefor; and judgment also against the defendant company and the defendant Weaver for \$500 paid by the plaintiff for the second block of stock, with interest in the same way.

The plaintiff will have his costs of suit as against both defendants.

HON. MR. JUSTICE SUTHERLAND.

APRIL 28TH, 1914.

ELMER v. CROTHERS AND CORPORATION OF
CITY OF KINGSTON.

6 O. W. N. 288.

Action—Settlement—Release Signed by Woman—Undue Pressure—Influence.

Where a woman accustomed to business agreed to accept \$150 in settlement of an action for damages for personal injuries

SUTHERLAND, J., held, that the fact that her injuries turned out to be more serious than she thought was no ground for setting aside the settlement which in the circumstances and at the time the amount offered did not appear unreasonable.

North British Ry. Co. v. Wood (1891), 18 Ct. Sess. (4th series) 27, and *Gissing v. Eaton* (1911), 25 O. L. R. 50, followed.

G. M. Macdonnell, K.C., for plaintiff.

J. L. Whiting, K.C., for defendant Crothers.

D. A. Givens, for defendant corporation.