

the whole price is to be \$7,000, \$3,400 more to be paid in cash on April 1, 1903. For the balance of \$3,500 a mortgage is to be given by Mr. Gardner at 5 per cent., the principal to be paid on April 1, 1908, the interest from April 1, 1903, is to be paid yearly. Mr. Gardner may pay \$500 or more of the principal on said mortgage at any sooner time or times. He is to insure the property for \$1,000. Deed and mortgage are to be executed as soon as ready or prepared. I give or pay for deed and Mr. Gardner pays for all else, including registering deed."

Mr. Smart went to plaintiff's residence in the forenoon of the 6th April, taking with him this paper in blank and the cheque for \$100. He says that when he got into the house he waited for the plaintiff to come downstairs, that he told her he had brought the document and that he read it over to her, that she said her mother objected and that it was hard to get her mother to understand, that she went upstairs to her mother and came down, that he then asked her if he should tear up the paper, and she said no, that she would sign it; that the plaintiff then read over the paper and said she fully understood it, and that he then shewed her where to sign and she signed it, after which he signed as a witness. In his evidence Mr. Smart says that both he and the plaintiff read over the paper alone and she seemed fully to understand it before she signed it, and that she said so. He says that he left the cheque but took the document away with him and gave it to Mr. Dingwall.

The plaintiff in her evidence says that on this occasion Smart was angry and violent and forced or coerced her into signing the document, and that just before she signed it she became unconscious, that Smart used the words "sign it," "sign it," "sign it." He, Smart, says that he was not angry or violent, and that he did not force or coerce the plaintiff into signing the paper or endeavour so to do, and that the statement of her being unconscious is quite wrong. He says the plaintiff appeared to be as clear and bright that day as he had seen her for many years. He says emphatically that there was no scheme or design at all in regard to the signing of this paper and that his only object was to serve the plaintiff, and that he acted as her agent and friend throughout and that he did not act for the defendant at all.

The plaintiff, as appears from the evidence, had for a prolonged period been suffering from nervous prostration, what the doctors call neurasthenia, and medical gentlemen were called with a view of ascertaining what her mental powers and condition were on this 6th March when she signed the document. This evidence is rather long, and I