

had seen him once or twice only in the 25 years before her death, and had kept up no communication with him; she had some nephews and nieces living in the United States, with whom she had never had any communication. Defendant was her cousin, and had lived with deceased, sometimes in the house of deceased and sometimes in that of defendant, for a large part of the two years before the death of deceased. On 22nd February, 1902, she had conveyed her house and lot to defendant upon an agreement to support her for her life. Deceased was in very bad health, and on 11th September, 1902, seems to have begun the winding-up of her affairs by directing a girl called Loretta to draw up an order on the savings bank where she kept some \$1,350, for the payment of the whole amount to defendant. She kept this order in her possession unsigned until 17th September, 1902, when she sent for Mr. Richardson, a notary public, and in his presence put her mark to three papers: one being the order on the bank which Loretta had drawn; the second being an order to one George O'Connor to pay any money that should come to his hands for her to defendant for the support of the daughter who was in the asylum, as it was her wish that defendant should have the oversight and care of her daughter as long as she lived and remained of unsound mind. The third paper was not produced at the trial. Richardson stated that it had been left in his possession after being signed by the deceased, and that he had lost it. He said that it was to the effect that defendant was to go to Toronto and get the money of deceased from the bank and give her what she wanted and keep the rest. This was said in the hearing of defendant. He said further that, when he said something about funeral expenses to deceased, she answered that Ellen (defendant) would attend to that. Deceased then handed to defendant the order on the savings bank in Toronto with her bank book, and defendant went there and brought back the whole sum, \$1,358 in cash, and handed it to deceased. Defendant says that then deceased handed it back to her and gave it to her and told her to put it away, and that she took it and put it away with her own money, and told deceased she had done so, and that deceased said that was right. Deceased then told her that out of it she was to pay \$300 to the Sisters of Charity, and \$100 for masses and her debts and funeral expenses. Defendant said that this distribution of deceased's money, and this method of disposing of it, instead of leaving it by will, had often been mentioned by deceased as her intention.