

property, at a price much less than its real value, on the promise that, at his death, the son would be given a substantial part of his estate. The son honestly believed that he was entitled to enforce this claim against his father's estate, or to share in the assets of the estate; he also claimed the organ which his father bequeathed to the defendant's minor daughter, and which, the evidence shews, had been at some time looked upon as belonging to him. The claim of plaintiff Catharine Laurie was, that she had been promised by her father consideration for having nursed and cared for him for a considerable time prior to his death, and that the estate was therefore indebted to her. Mary Ann Cox, the other party to the agreement sued on, is not a party to these proceedings; it was stated by the defendant's counsel, during the progress of the trial, that she was not pressing her claim.

On the 4th May, 1910, the plaintiff Underwood, who lives in London, went to the defendant's residence in the township of Markham, and during an interview of considerable length proposed a settlement. The defendant's husband, Walter Cox, was not present; and Underwood, after stating to the defendant why he claimed to be entitled to a settlement, named an amount which would be accepted for the plaintiffs and Mary Ann Cox in full, the terms proposed being exactly those which were afterwards embodied in the agreement sued upon. The defendant, as was natural, said she wished to talk it over with her husband; and Underwood left the house with the understanding that he would return next day for her answer.

On the 5th May, Underwood, accompanied by Joseph Laurie, husband of the plaintiff Catharine Laurie, returned to the defendant's house and had a further interview with the defendant and her husband. The proposal made on the day previous was fully and freely talked over and considered by those present, and the defendant and her husband decided to accept it; and it was suggested by the defendant's husband that the plaintiff Underwood draw the agreement to carry out the settlement. This Underwood refused to do. It was then suggested, and, so far as the evidence shews, by the defendant, that Underwood, Walter Cox, and Laurie go to one of the executors, who lived near by, and have him draw the agreement. They went. The executor also refused to draw it, and suggested the parties going to Markham to have it drawn by a solicitor. These same three persons went together to Markham, a distance of  $5\frac{1}{2}$  miles, and instructions were given to a solicitor to prepare the agreement, on the terms which had been agreed on at the defendant's house, all three being with the solicitor when the instructions were given.