

husband, under the pressure of the language addressed to her by Dean Murray and the Mother Superior, and when, for the time being, she appears to have yielded to their influence over her. It is impossible to say that the gift was spontaneous.

Nor would I think the transaction would be less open to objection even if the alleged ante-nuptial agreement were clearly established. It was not legally binding upon the plaintiff, and she had no advice as to her being entitled to disregard it.

I am unable to attach any weight to the Mother Superior's contention that the transaction was intended merely for the protection of the plaintiff against her brother. Dean Murray's injunction to her had reference only to the \$500 which the defendants were anxious to obtain, and Mr. Botsford's evidence is open to the one construction only, that he was endeavouring to secure that sum for the hospital. At the interview when Mr. Botsford drew the power of attorney, no reference whatever appears to have been made to the alleged danger to the plaintiff at the hands of her brother. Nor am I able to discover any thing in the transaction which is in the plaintiff's interest.

In the presence of the Mother Superior, the plaintiff appeared unable to offer any resistance; but, in her absence, she did raise some feeble objection, which was overborne by Mr. Botsford, who in his evidence stated that the plaintiff signed the power of attorney on his suggestion, he being then in fact solicitor for the hospital.

The undue haste that characterised the transaction is open to the inference that the Mother Superior feared that, freed from the influence of the hospital environment, the plaintiff might be unwilling to give the money to the hospital.

The relations of the parties and the circumstances of the case cast the onus on the defendants of shewing that the transaction was the free act of the plaintiff. That onus has not been discharged. On the contrary, the evidence shews that an undue advantage was taken of the plaintiff's situation. Unassisted she was unable to resist the influence of those who, on behalf of the hospital, were exercising pressure upon her. She was not a free agent, and had not that protection to which she was entitled before parting with her rights. In such circumstances, it is the duty of the Court to afford her such protection by undoing the transaction.

I am, therefore, of opinion that the judgment appealed from should be set aside, and that the plaintiff is entitled to recover the money with interest and to the costs of the action and of this appeal.