

MEREDITH, C.J., varied the order below as follows: Defendant to be allowed to amend clause 17 of paragraph 6 by giving list of speculative investments; paragraph 11 to be amended to shew that plaintiff is not entitled. Paragraph 7 to be confined to pleading mitigation of damages, and allegation of justification to be struck out. Clause 8 of paragraph 7 to become part of paragraph 8, and all words from "wherefore" to be struck out. Costs in the cause.

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RIDDELL, J.

MAY 8TH, 1909.

TRIAL.

JOHNSON v. BROWN.

*Contract—Action against Executor for Value of Services Rendered to Testatrix—Understanding between Plaintiff and Testatrix that Compensation to be Made by Will—Quantum Meruit—Statute of Limitations—Recovery for Six Years only before Death.*

Action against the executor of Grace Walters, deceased, to recover the value of plaintiff's services to the testatrix in her lifetime.

J. C. Makins, Stratford, for plaintiff.

R. T. Harding, Stratford, for defendant.

RIDDELL, J.:—The plaintiff is a labourer, residing in Stratford. His family and that of Mrs. Grace Walters had been on very friendly terms. She was the widow of a blacksmith in Stratford, and had been left with moderate means for the support of herself and her invalid son. About 11 years ago, she requested the plaintiff to come and look after the son; this he did, and, the son dying not long after, Mrs. Walters asked him to remain and look after things about the house, garden, &c., which needed looking after. She had a servant, Miss D., also in the house, and she required a great deal of personal attention. The plaintiff did remain, and looked after the place generally till the death of Mrs. Walters. Mrs. Walters was a very exact woman, insisting on paying cash for all she got; she paid Miss D., also, very punctually, and seems generally to have had a sense of what