

for repayment in one year, with interest at 10 per cent. payable half-yearly.

The plaintiff alleges that he paid the interest, which fell due on the 14th January, 1901. On the 16th March, and before the mortgage fell due, the plaintiff gave to the defendant a quit claim deed of this property. The consideration stated in it is \$100. There is no reference in this instrument, by way of recital or otherwise, to the mortgage. Neither mortgage nor quit claim deed is executed by the wife of the plaintiff, although he is a married man. The plaintiff says that this quit claim was given merely at defendant's request to correct something which defendant alleged was wrong about the mortgage. Plaintiff's short account of the transaction is, that the defendant "said there was something not right in the mortgage, and he wanted me to give him another paper." Plaintiff denies that he got any further advance.

The defendant says he advanced to plaintiff, 20th August, 1900, \$25; 24th December, \$10; 10th February, 1901, \$3; 3rd February, 1901, \$25; and 1st March, 1901, \$20; in all \$83. And that on or about the 16th March, 1901, the amount of these advances made since the date of the mortgage was called \$100, and plaintiff gave this quit claim deed as a release of his equity of redemption, and intended to release and did release to the defendant any claim that plaintiff had on the property.

The defendant's statement of defence put this somewhat differently. There is no voucher for any advance.

The plaintiff is illiterate, he had no independent advice, and, as the quit claim was drawn by the gentleman who was then and is now defendant's solicitor, I think the transaction should not stand. The defendant does not put his case very strongly. Mr. McKee does not go further than to say that a Mr. Hartman, who was in Mr. McKee's office, said in plaintiff's presence that plaintiff agreed to sell for \$100, and upon this Mr. McKee instructed the drawing of the quit claim, explaining to plaintiff what it was. It is not pretended that the quit claim was executed then, or that any money was paid over then, or when the quit claim was executed.

Mr. Hartman was not called.

The case made by the plaintiff, considering that he is not a business man, nor a careful or prudent one, has not been met by defendant, and as stated above, it seems to me of considerable importance that the evidence of defendant at the trial does not support what is alleged in his statement of defence.