

8th February, 1896, and evidenced by a conveyance from him to them of a small farm in the township of Sandwich South, and a life lease from defendants to plaintiff and his wife, containing special provisions for the control by plaintiff of the cultivation of the farm as long as he should be competent to exercise proper control, and another transaction entered into between plaintiff and defendants on 25th May, 1897, evidenced by a quit claim deed from plaintiff to defendants of the farm and a bond from defendants to plaintiff by which defendants became bound to him for, amongst other things, the payment to him during his life of an annuity of \$30, and to give him "a decent and peaceable board during his life."

F. E. Hodgins, K.C., and F. D. Davis, Windsor, for plaintiff.

E. S. Wigle, Windsor, for defendants.

MEREDITH, C.J.:—The transactions are attacked as having been brought about by undue influence exercised by defendants upon plaintiff, and the second transaction is also attacked upon the ground that it was entered into by plaintiff without consideration and when he was incapable of understanding and did not understand the nature and effect of it, and under the belief that he remained the absolute owner of the property during his life, and plaintiff alleges that he was, in making these conveyances, without professional or other independent advice, and that defendants prevented him from obtaining such advice.

Plaintiff claims in the alternative payment of a sum sufficient properly to maintain him as provided by the bond, or payment of \$1,500, the penalty mentioned in it.

At the trial plaintiff's counsel applied to amend by setting up that the second transaction was an improvident one and by claiming relief on that ground also.

Upon the argument it was conceded by counsel for plaintiff that the transaction of 8th February, 1896, could not be successfully attacked, but it was strongly urged that the later transaction should be set aside on one or other of the two grounds. . . .

In addition to the farm, the personal property of plaintiff, including his farm stock and implements and some hay and grain he then had on hand, were transferred to defendants