

unsettled between the assignee and the bank. That question did not relate to the revaluing of the securities. Before any attempt at revaluation, the bank sold a part of the real estate upon which it held security, and obtained a quit-claim deed of it from the assignee. On the 27th April, 1915, the bank filed a further claim for \$11,624.08, revaluing its securities. The right to do so was disputed, and the assignee and the bank stated a case for determination by a Judge in Chambers as to the right to revalue.

A. C. McMaster, for the assignee.  
W. B. Raymond, for the bank.

LENNOX, J., said that the only provision in the Act for revaluation of securities was sub-sec. 5 of sec. 25, and that applied only to negotiable instruments. The bank had, in the circumstances, no right to revalue its securities, and the answer to the question asked should be "no."

The assignee to have his costs, on a solicitor and client basis, out of the estate. The bank to be at liberty to add its costs to its claim.

FALCONBRIDGE, C.J.K.B.

JULY 21st, 1915.

SMITH v. SMITH.

*Parent and Child—Son Working for Father on Farm—Wages—Presumption—Rebuttal—Contract—Evidence.*

Action by a son against his father for six years' wages for work done on the father's farm and for money lent or advanced for and at the request of the father.

The action was tried without a jury at Owen Sound.  
H. G. Tucker, for the plaintiff.  
C. S. Cameron, for the defendant.

FALCONBRIDGE, C.J.K.B., said that the governing principle was, that where a child, after attaining majority, continues to reside with a parent, the presumption is, that no payment is expected for services rendered by the child; but this presumption is not conclusive; it may be overcome by proof of a contract, express or implied: *Mooney v. Grout* (1903), 6 O.L.R. 521, and