

anything at this moment that would identify him with the actual transaction at that time. He advised me all through."

It will be observed that the only material evidence here is in answer to suggestive or leading questions put by counsel for the plaintiff. Evidence so elicited has, of course, little probative value with a Judge, especially when, as in this case, it stands alone and unsupported.

The agreements of 1891 and 1892 gave John Stuart a lien for all his advances, and might have been registered at any time. He thus had security for both his liability as guarantor and for his advances in connection with the property. I think it is a fair inference that he made an additional payment to his son when obtaining the deed. The son had no means. His father had been contributing thousands annually to maintain him at Chatham. The young man was leaving wife and family upon a needless and costly voyage. His wife and children would have to be maintained in his absence. His father was the only source of financial supply.

"I might," he says (Q. 97) "have paid some other money—that I do not remember—but the \$12,000 was arrived at approximately."

It is, therefore, probable that a sum in addition to the actual advances made on account of the property was then paid by the father. But apart from the question as to whether any additional sum was paid or not, the deed, I find, was intended to be, and was in fact, an absolute conveyance of the half interest, for which the son had paid nothing, to the father, who had paid all.

I accept Mr. Alexander Bruce's evidence that until recently he had no knowledge of the agreements of 1891 and 1892, and that he gave no advice regarding the conveyance of September 30th, 1900. If his advice had been sought, it is not improbable that he and not Mr. J. J. Scott would have been instructed to prepare the conveyance. Mr. Bruce learned of this document only in the next year—just when does not appear. Mr. Stuart says Mr. Bruce advised the registration of the deed. Mr. Bruce has no recollection of having done so. The point is not important. When the deed was registered on the 7th January, 1901, it was again Mr. J. J. Scott and not Mr. Bruce, who acted for John Stuart.