

ANGUS v. MAITRE—BRITTON, J.—JAN. 16.

*Deed—Conveyance of Land to Daughter—Action to Set aside—Absence of Fraud—Improvidence—Lack of Independent Advice—Bill of Sale—Lease—Rent—Mortgage—Interest.*]—Action by Annie J. Angus and her husband William Angus to set aside a conveyance of land and a bill of sale of chattels made by her to her daughter, the defendant Mary J. Maitre, on the 20th July, 1915. The plaintiff Annie J. Angus had, on the 1st March, 1915, made a lease of the land to the defendants, her daughter and her daughter's husband, for five years, at the yearly rental of \$300. Upon the land a farm-house and a cottage were built. The defendants took possession of the farm-house, and the plaintiffs went to live in the cottage. The plaintiffs alleged that the defendants fraudulently exercised their influence and control over the plaintiff Annie J. Angus and induced her to execute the deed and bill of sale. The plaintiffs asked for a declaration that the deed was fraudulent and that the chattels belonged to the plaintiff William. They also claimed payment of arrears of rent. The action was tried without a jury at Sandwich. BRITTON, J., in a written judgment, found that there was no fraud or fraudulent practice used by the defendants or either of them to induce the plaintiff Annie to execute the conveyance of the land. But the conveyance and bill of sale could not stand. They were prepared and executed without the plaintiff Annie getting or being tendered any independent advice; and the transaction was an improvident one for her—in lieu of the rent of \$300 to which she was entitled under the lease, she was to get, under the conveyance, only \$200 a year for her maintenance. Nothing need be said as to the ownership of the chattels, nor as to the rights of the parties under the lease, except this, that, if the defendants had paid on account of the mortgage upon the land anything over and above what they were liable for, that sum should be applied on rent; and if, in such application, money should be applied before due for rent, or in excess of the amount due for rent, the defendants should be allowed interest. Judgment setting aside the conveyance and bill of sale without costs. A. St. G. Ellis, for the plaintiffs. A. R. Bartlet and G. A. Urquhart, for the defendants.