

liberty to deny his landlord's title: Woodfall, 18th ed., p. 243; Smith v. Modeland, 11 C.P. 387. Action dismissed with costs. L. C. Raymond, K.C., and H. W. Maccomb, for the plaintiff. W. M. German, K.C., for the defendant.

MUNN v. KEYES—BRITTON, J.—Nov. 6.

Action by Administrator—Cheque Signed in Blank by Deceased—Alleged Gift—Trust for Creditors.]—Action by the plaintiff, as administrator of the estate of his late brother Charles William Munn, to recover \$530.95, amount put to the credit of the defendants in the Bowmanville branch of the Bank of Montreal on the 5th October, 1911, which was asserted by the plaintiff to be the property of his deceased brother. The money was prior to that date placed to the joint credit of the plaintiff and the deceased, but could be drawn by either party, and it was arranged that the deceased, who was in very poor health, was to be cared for by his sister, the defendant Mrs. Keyes, for which she was to be paid \$1 per day. Evidence was given to the effect that the deceased became desirous that the money should be transferred to Mrs. Keyes on the ground that she had been looking after him and had a great deal of trouble with him, and the defendant Hillyer was called in to advise as to the manner in which this was to be done. The defendants state that the intention of the deceased was that the money was to pay debts, and after they were paid the balance of the money was to go to Mrs. Keyes. It appeared, however, that the deceased signed a cheque in blank, apparently because he did not know the exact amount to his credit, and told Hillyer to take it to the bank, get the amount filled in, and place the money to the credit of himself and Mrs. Keyes. The bank manager subsequently, at Hillyer's request, filled in the date, 3rd October, 1911, made the cheque payable to the defendants or bearer, filled in the proper amount, adding interest, and a new account was opened in the names of the defendants, starting with the credit of \$530.95 as of the date 5th October, 1911. Charles Munn died on the 8th October, 1911. The learned Judge, after stating the facts, came to the conclusion, upon the evidence, that a gift to the defendant Mrs. Keyes had not been established, either inter vivos or mortis causa. He further stated that he had some difficulty in coming to a conclusion as to whether or not an irrevocable trust had been created in favour of the creditors of the deceased, and of the surplus, if any, in favour of Mrs. Keyes. His opinion was, how-