He had come to the conclusion that the testimony given by the plaintiff Norman G. Heyd was in the main to be accepted and relied upon, and that wherever he was contradicted by other witnesses his evidence was to be preferred. The plaintiffs should have judgment against the defendants for all advances made in respect to the property referred to, and for costs and commissions in respect of services rendered since the 15th January, 1915, with interest at 10 per cent. per annum, less amounts received for rents collected. There should be a reference to take the accounts if the parties cannot agree. Upon the amount being ascertained, the defendants are to pay the same forthwith; until payment the plaintiffs are to have a lien upon the property, subject to the existing mortgages; in default of payment, the plaintiffs are to be at liberty to sell the property, subject to the mortgages; the plaintiffs are to have their costs of the action against the defendants. D. O. Cameron, for the plaintiffs. W. J. McWhinney, for the defendants Gussie and Hyman Gross. J. H. Hoffman, for the defendant Rosenberg.

GLIDDON V. MCKINNON—SUTHERLAND, J.—JUNE 28.

Parent and Child—Conveyance of Land by Father to Daughter—Action to Set aside—Allegations of Incompetence, Undue Influence, and Improvidence—Failure to Substantiate upon Evidence at Trial—Covenants of Daughter in Deed—Direction that Daughter Execute Deed—Rectification of Insurance Policies—Dismissal of Action—Costs.]—In this action the plaintiff, a man of 78 years of age, sought to set aside a conveyance of land made by him on the 30th April, 1918, to his daughter, the defendant McKinnon. The action was tried without a jury at Barrie. SUTHERLAND, J., in a written judgment, said that the plaintiff alleged that he was physically and mentally unfit to transact business at the time the conveyance was made and unable to protect himself in the transaction; that he executed the deed while under the influence of the defendant McKinnon; and that the transaction was an improvident one. The learned Judge, upon a review of the evidence, found against these allegations of the plaintiff; but was of opinion that the defendant McKinnon should have executed the conveyance, as she was bound by the terms of it to make certain payments, etc., and also that she had not complied with the terms of the conveyance in respect of certain policies of fire insurance. Upon the defendant McKinnon making the insurance policies conform to the covenant contained in the deed, and executing the deed, so as to put beyond all doubt the question of her being bound by the covenants therein contained, the action should be dismissed with costs (if asked). W. A. J. Bell, K.C., for the plaintiff. J. MacInnes, for the defendants.