questions—if the defendants were purchasers for value—must be answered in the affirmative.

The plaintiff, under the will of his late father and various assignments and transfers, had the same rights against the defendants that his father would have had if he had lived.

W. M. Douglas, K.C., and W. J. Elliott, for the plaintiff.

Wallace Nesbitt, K.C., and H. A. Burbidge, for the defendants.

LATCHFORD, J. (after setting out the facts at length and quoting portions of the testimony of witnesses):—I find the deed of the 30th October, 1900, to be what it purports to be—an absolute conveyance. . . . I credit the evidence of Mr. Bruce that he had no knowledge that Mr. Stuart ever pretended that his half interest in the property was held merely as security from his son. . . . That the trustees for the bank were purchasers for value, is clear. In consideration of the transfer, the bank abandoned their claim against the Nelson property and the household furniture of "Inglewood" (the Stuart homestead), and gave Mr. Stuart a release.

I find that John Stuart acquired by the conveyance of the 30th October, 1900, all his son's interest in the north end property, subject to no right or limitation whatever; that not only was there no interest reserved to the son, either expressly or by implication, but that no pretence was ever made to the defendants, or any of them, that John Stuart's interest was limited in the way the plaintiff asserts; that none of the defendants had at any time notice or knowledge of the alleged limitation. If there was in fact any such limitation, the defendants, as purchasers for value without notice, are unaffected by it. The Registry Act, I may mention, was, at the trial, allowed to be pleaded in amendment by the defendants.

When, in 1905 and 1906, Mr. John Stuart, personally and by the late Mr. Walter Barwick and his firm, protested against the finality of the settlement (with the bank), no claim was made that an absolute interest in the north end property had not been conveyed to the trustees for the bank; and when, in 1906, application was made for letters of administration with the will annexed to the estate of the plaintiff's father, the schedules filed disclose in the deceased no interest in the north end property.

It is difficult to avoid the inference that the present action is based on an afterthought . . . following on the successful