

Master at Brockville requiring the plaintiff to furnish security for the defendant's costs of the action, upon the ground that the plaintiff's residence was out of the jurisdiction. LENNOX, J., was of opinion, with great respect, that the learned Local Master erred in directing security for costs. It was not denied that the property conveyed by the defendant to the plaintiff in 1905 had been paid for in full; or that the plaintiff had been in possession of it, or that he relied upon the defendant, a solicitor, to give him a proper deed, or that there was in fact an error in the description requiring correction. The deed was registered in September, 1906, upon an affidavit—made, apparently, by a clerk in the defendant's own office—stating that the deed was “duly signed, sealed, and executed” by the defendant and his wife; and, on the face of this, without something more specific, no meaning could be given to the expression “there never was any legal delivery of the deed;” and most of the statements founding this application, or replying to the plaintiff's affidavit, were of this hazy character. This was not unimportant if the question of the plaintiff's real estate in Ontario had to be considered. But the evidence was decidedly in favour of the contention that the plaintiff resided and had a permanent residence in Ontario. He was a British subject; so far as appeared, he had no interests or property outside; he had held real estate in Ontario for nearly ten years; his wife was here; his home was here, for the time being at all events; and he swore that he intended to reside here permanently. Order made setting aside the order appealed from; the defendant to have 6 days for delivery of the statement of defence; costs here and below to the plaintiff in the cause. Featherston Aylesworth, for the plaintiff. E. F. Raney, for the defendant.

---

MOORE V. STYGALL—BRITTON, J.—MARCH 21.

*Gift—Conveyance of Land to Nephew—Action to Set aside—Lack of Appreciation by Donor of Nature of and Effect of Execution of Deed—Mental Condition of Donor—Lack of Independent Advice—Improvvidence.*—Action to set aside a conveyance of a house and lot in the village of Bridgeburg executed by the plaintiff, a widow eighty-six years of age, in favour of the defendant, her nephew. The conveyance was to the defendant in fee simple in remainder after the death of the plaintiff.