

dered a deed for their execution. Labelle says that he did propose to come to Montreal and pay what interest was owing, and that they met there sometime in March, whereupon Menard proposed to pay him the money due under the agreement and give him a bonus of \$100, which he refused to accept. Nothing was paid on account of the agreement.

On or about the 23rd April, 1912, the defendant Labelle served on Gendron and Prudhomme a formal notice in writing cancelling the agreement dated the 1st November, 1910, and demanding possession of the land and also demanding a sum of \$200 alleged in the notice to have been lent to Gendron and intimating that damages would be asked by reason of any unlawful retaining possession of the lands.

It appears further that early in May the defendant Labelle employed one Armadase Labelle to do some clearing on the land and to put up a little house or shack. He says that at that time the plaintiff Prudhomme saw the work that was being done but said nothing to him about it.

The writ in this action was issued on the 13th May, 1912, and the plaintiff seeks therein to have it declared that the defendant Damase Labelle is the beneficial owner of the lands in question, and the other defendant Onesime Labelle a bare trustee of the legal estate therein.

It was admitted during the progress of the suit that there is now no question about this as Damase Labelle is the beneficial owner of the lands in question. The plaintiff also asks for a declaration that the agreement of sale dated 1st November, 1910, and the assignment thereof by Gendron to the plaintiff are valid and binding on the defendants.

Upon the evidence it is not clear to me that the defendant Damase Labelle signed the alleged agreement quoted above from Menard's notebook. It is clear, I think, that he never understood he was signing a document waiving any rights he had as against Gendron under the agreement of the 1st November, 1910, with reference to the clearing of the land and putting up of the barn or otherwise. He seems to have understood that the plaintiff was negotiating to buy or arranging to buy Gendron's interest in said agreement. If he put his mark to anything, as even Gendron at one point seems to think he did, it was apparently to signify his consent to Gendron transferring his interest to Prudhomme. I do not think he ever agreed that in case he