

give. The father, doubtless, was willing and anxious to assist his son with his credit; though for reasons, which appear unmistakably throughout the evidence, he was not disposed to place much capital in his son's control.

In December, 1892—the date is not stated—an agreement supplemental to that of April, 1891, was made between the same parties. The terms of the prior agreement are extended for a period of five years from December, 1892, and that agreement is “varied and explained,” by a declaration that the intention of the parties is that John Stuart, “shall not become entitled to the said lands otherwise than as security for money which he may advance or for which he may be liable as guarantor.” John Stuart further agrees to pay half of all moneys which his son and Scott may be called upon to pay in connection with the purchase. The inference which might be drawn in the circumstances—that John Stuart was himself the purchaser—is intended to be met by this declaration of intention. “He could not be called a trustee for me,” his father says. “I did things for him, but I do not know about acting as trustee. The purchase was made by him and Scott on their own behalf.” The agreements were not registered. The only inconvenience resulting from registering them would be that John Stuart would be a necessary party to every deed.

By 1900, the advances which John Stuart had made in connection with his son's interest in the property amounted to a large sum. Mr. Scott had protected his share.

John Jacques Stuart had not improved his financial position. He was in Chatham, New Brunswick, acting as manager of the Maritime Sulphite Fibre Co., in which his father was the largest shareholder. The venture there was not a successful one. Some of its vicissitudes may be followed in the reports of *Stuart (Jean Jacques) v. Bank of Montréal* C. R. [1911] 1 A. C. 1. Whatever salary was paid the son by the company was supplemented to the extent of \$2,000 or \$3,000 a year by the father.

In 1900, John Stuart learned that his son had determined to leave Canada for South Africa. He was not, his father says, connected with any of the expeditions then leaving the Dominion to take part in the Boer War.

The conveyance of the 30th October, 1900 from the son to the father, is in evidence. It was prepared, like the agreements of 1891 and 1892, by the legal firm of which Mr.