

The case is not at all like or governed by *Redmond v. Redmond*, 27 U. C. R. 220, or *Iler v. Iler*, 9 O. R. 551, or similar cases.

Plaintiff says Mrs. Wiggins did propose that he should take defendant's farm and maintain defendant. Plaintiff was at first unwilling to take defendant at all. Afterwards, upon a full consideration of the matter, and after talking about it with his family, and after defendant came to plaintiff and said to plaintiff, "Go in and work the place and you will get your pay," plaintiff consented.

Defendant did not improve in health; he became more troublesome; the health of plaintiff's wife was menaced by the work put upon her; so about April, 1906, plaintiff took steps to have defendant placed in the Rockwood hospital for the insane, where he now is.

Plaintiff gave evidence that what he and his family did for defendant was worth \$1 a day, and he claims \$300 a year for the 8 years. Against that he is willing to credit \$50 a year for the use of the farm, which, according to the evidence of plaintiff and his witnesses, is only of the value of from \$1,200 to \$1,500.

I am of opinion that defendant had sufficient mental capacity, at the time of his going into plaintiff's family to reside, to know that he was to pay plaintiff for what plaintiff did. I think that defendant now knows that he was taken care of by plaintiff at his, defendant's, expense. Defendant was not imposed upon by anything plaintiff did. Plaintiff does not set up any hard and fast bargain as to amount. Plaintiff, if entitled, is entitled only to what is reasonable for the services rendered. Defendant was of weak mind, unable to take care of himself, but he was not a lunatic so found or declared in any proceeding. Plaintiff knew all about defendant, and could not be heard in any attempt to enforce any executory contract which was not for defendant's benefit. This case differs from cases cited in which the action was against a person in fact insane, but where plaintiff had no knowledge of, and no reason to suppose the existence of, insanity. Defendant was subject to insane delusions. . . . He was sane upon certain subjects; he had lucid intervals. I do not think defendant's delusions were sufficient to avoid a contract to pay what was reasonable for his maintenance. Labour and money were ex-