

defendant as security for any sum which might be found due after the conclusion of certain investments in stocks made by the parties.

FERGUSON, J.—*Held*, that the plaintiff had failed to shew that there was an agreement that the profits, if any, arising upon the stock on hand should go for his benefit.

Crothers & Price, St. Thomas, solicitors for plaintiff.

McCrimmon & Wilson, St. Thomas, solicitors for defendant.

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FERGUSON, J.

JANUARY 20TH, 1902.

TRIAL.

VANDUSEN v. YOUNG.

*Undue Influence—Parent and Child—Conveyance of Land—Without Independent Advice—For Suitable Support of Parent—Absence of Fraud—Good Consideration.*

Action brought to set aside an indenture made in 1900, by plaintiff to defendant, to have the registration vacated, and to recover damages for breach of a verbal agreement by defendant to support and maintain plaintiff suitably on the land. The plaintiff is 80 years of age and cannot read or write, and alleges undue influence, and that she acted without independent advice in executing the indenture by which she agreed to devise the land to defendant in consideration of being supported thereon until her death.

FERGUSON, J.—*Held*, that the plaintiff appeared to be a woman of remarkable clearness of mind, with mental faculties unimpaired, that there had been no fraud on the part of her daughter, the defendant, and that the transaction was supported by good consideration and must stand. Action dismissed with costs.

M. M. Brown, Brockville, solicitor for plaintiff.

Hutcheson & Fisher, Brockville, solicitors for defendant.

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BRITTON, J.

JANUARY 21ST, 1902.

CHAMBERS.

RE SMITH.

*Infant—Custody of—As between Parents.*

Where an order was made in May, 1899, giving the custody of two children to their mother, the Court refused to