

ants were purchasers for value—must be answered in the affirmative.

The plaintiff, under the will of his late father and various assignments and transfers, has the same rights against the defendants that his father would have, if now living.

In 1891, John Stuart was maintaining his son in Hamilton. He had previously supplied capital to enable the son to engage in business, but the son had not been successful. About the time mentioned the business was liquidated, resulting in considerable loss to the father, who was carrying on an extensive trade as a wholesale grocer, was president of an important financial institution, the Bank of Hamilton, and a director of the Canada Life Assurance Co. His credit was good, and his capital at the time considered large.

John Jacques Stuart and John G. Scott—a solicitor and barrister—of Hamilton, in 1891, jointly appear as purchasers of a block of forty acres within the city limits for \$33,675. A loan of \$26,000 was obtained from the Canada Life Assurance Co., on the security of the land, and on a collateral guarantee executed by John Stuart in pursuance of an agreement which he had previously made with his son and Mr. Scott. The defendant Alexander Bruce acted as solicitor for the mortgagees, and was aware that the title to the land was in John Jacques Stuart and J. J. Scott. By the agreement referred to, John Stuart undertook the carriage of the whole undertaking for a term of five years, and was given by way of indemnity a lien and other recourse against the land, which was to be subdivided and sold in parcels. If at the end of five years John Jacques Stuart and Mr. Scott should not have paid off all the loans and interest effected on the credit of John Stuart, the part of said lands remaining unsold should belong to John Stuart, subject to redemption within one month.

An additional sum of about \$10,000, required to complete the purchase, was obtained from the Molsons Bank, by John Stuart, by discounting a note made by the purchasers, which he endorsed.

The son at this time had no financial resources. His family as well as himself were maintained by his father; and the father admits that not a dollar of the son's money went into the purchase. Nor did the son subsequently pay anything upon the note discounted at the bank, or upon the renewals, which from time to time it became necessary to