The land was mortgaged for $5,400; it was worth at least $13,500, and the chattels were worth about $2,500—$16,000 in all. The daughter assumed the mortgage. The net value was thus $10,600. In consideration, although it was not so stated in the deed, the daughter agreed to pay the mother $200 a year. The transaction divested the mother of her home and of all means of living except the $200 a year.

The defendants—Mary J. Maitre and her husband—set up that the former was acting solely in the interest of her mother and to protect her against the improvidence and importunities of the plaintiff William Angus, husband of the plaintiff Annie R. Angus.

The evidence of the solicitor who took the instructions, and in whose office the documents were prepared and executed, put it beyond question that the impeached transactions could not be allowed to stand. The plaintiff Annie R. Angus had no competent and independent professional assistance or advice—the instructions were given by the defendant Mary J. Maitre, and the solicitor was told that the object of the conveyance and transfer was to protect the mother, and that the daughter was to be a trustee for the mother. No provision was made for a home with the daughter, though the daughter was willing to provide a home. There was no doubt as to the improvidence of the arrangement.

After argument, the case stood over to see if some reasonable and judicious arrangement could not be arrived at. If the daughter's dominant idea had been the protection of her mother, this would have been easy to accomplish; that the negotiation had failed afforded strong evidence that the daughter's paramount purpose in the transaction was advantage to herself.

The appeal should be dismissed with costs.

RIDDELL and ROSE, JJ., concurred.

MEREDITH, C.J.C.P., read a judgment in which he said that the transaction was avoidable on the ground of improvidence. Watson v. Watson (1876), 23 Gr. 70; Hagarty v. Bateman (1890), 19 O.R. 381; Vanzant v. Coates (1917), 12 O.W.N. 239; and was properly set aside; but the judgment below went too far in ordering that the deeds should be cancelled and removed from the registry office. Even if there were power to order such removal, it would be quite needless and undesirable. The deeds were set aside on the ground of improvidence; they were not void; and, if they were, the judgment setting them aside could be registered.

Appeal dismissed with costs.