

had obtained his opinion as to the propriety of what was proposed to be done, which was in favour of the proposition being carried out. Notwithstanding that opinion, plaintiff did not at once agree to the arrangement, but only after he had reflected upon it when he had returned home after the visit.

The transactions were not, I think, as plaintiff alleges, entered into without any consideration moving from the son to the father. Besides having altered his arrangements as I have already indicated, the son assumed and agreed to pay plaintiff's debts, and did pay them, and the \$275 for the raising of which provision was made by the bond, was raised and was used to pay plaintiff's debts, and the mortgage has since been paid off by defendants.

Defendants have also made valuable improvements on the farm in question, permanent in their character, which have very much increased its selling value.

The only question upon which I have entertained any doubt is as to the effect of the absence of any express provision in the bond charging the obligations of defendants other than the one for the payment of the annuity of \$30 on the lands, and a power of distress in default of payment of the annuity, and the absence of a provision for plaintiff re-entering if defendants should make default in providing board for plaintiff, to render the transaction of which the making of such provisions for the protection of plaintiff might well have formed part, an improvident one.

I have, however, after consideration, reached the conclusion that, in view of the circumstances I have mentioned and the delay that has taken place since the impeached transaction was entered into, I ought not to set it aside.

It is not to be treated as a voluntary transaction on the part of plaintiff, for it was, as I have said, entered into for a substantial and valuable consideration, and if defendants are willing to make all that by the bond they have agreed to do for plaintiff a charge upon the land, and to give to plaintiff power to distrain for the annuity if default is made in payment of it, and also to confer upon plaintiff power to re-enter if default is made in providing board for him as agreed, and they execute a proper instrument embodying such provisions, the action should, in my opinion, be dismissed without costs.

The alternative case made by plaintiff is not made out. There is, in my opinion, no foundation for the allegation of