

*Held*, also, that plaintiff was estopped from claiming the locus as his property.

*W. B. A. Ritchie*, Q.C., and *McLean*, Q.C., for appellants.  
*Newcombe*, Q.C., and *Wade*, Q.C., for respondent.

N.S.]

BURRIS v. RHIND.

[June 5.

*Conveyance—Duress—Undue pressure—Trust property.*

The owner of land having died intestate, leaving several children, one of them W.R. received from the others a deed conveying to him the entire title in the land in consideration of his paying all debts against the intestate estate and those of a deceased brother. Subsequently W.R. borrowed money from his sister and gave her a deed of the land, on learning which, B., a creditor of W.R., accused the latter of fraud and threatened him with criminal prosecution, whereupon he induced his sister to execute a re-conveyance of the land to him and then gave a mortgage to B. The re-conveyance not having been properly acknowledged for registry purposes, was returned to the sister to have the defect remedied, but she had taken legal advice in the meantime and destroyed the deed. B. then brought an action against W.R. and his sister to have the deed to the latter set aside and his mortgage declared a lien on the land.

*Held*, affirming the judgment of the Supreme Court of Nova Scotia (30 N.S. Rep. 405) that the sister of W.R. was entitled to a first lien on the land for the money lent to her brother; that the deed of re-conveyance to W.R. had been obtained by undue influence and pressure and should be set aside and B. should not be allowed to set it up.

B. claiming to be a creditor of the father and deceased brother of the defendants wished to enforce the provision in the deed to W.R. by his brothers and sister for payment of the debts of the father and brother.

*Held*, that this relief was not asked in the action, and, if it had been, the said provision was a mere contract between the parties to the deed of which a third party could not call for execution, no trust having been created for the creditors of the deceased father and brother.

*Sedgewick* and *Congdon*, for appellant. *Drysdale*, Q.C., for respondent.

Ontario.]

GREEN v. WARD.

[June 5.

*Construction of deed—Partition—Charge upon lands.*

A deed for the partition of land held in common contained a conveyance of a portion thereof to M.W. for certain considerations therein recited, of which one was the condition that she should procure from her minor children, upon their coming of age, the necessary quitclaim deeds for the release of their interests in another portion of the land in question apportioned and conveyed to her co-parceners, and the amount of certain