

on the same terms as were applicable to the transfer of the land.

Plaintiff contended and testified at the trial that the conveyance of 8th February, 1896, was never delivered, and was not intended to be operative until after his death, and that it was surreptitiously taken by or for defendants from a hiding place where he had put it, and registered without his knowledge or consent.

There is, in my opinion, no ground whatever for the assertion that undue influence was exercised by defendants or either of them upon plaintiff to induce him to enter into either of the transactions. . . . Plaintiff is an intelligent and shrewd man and of strong will, much more so than his son or his daughter-in-law, and the earlier transaction was of his own seeking and not proposed by defendants, who had settled upon another small farm upon which plaintiff had placed them, intending that it should be theirs at his death, and on which defendants had made substantial, though not very valuable, improvements, relying on plaintiff's promise to carry out that intention.

I am unable to find that the conveyance of 8th February, 1896, was not delivered. It was, I think, intended that the farm should pass by it to defendants; indeed, plaintiff frankly admitted that it was to be irrevocable; and my view of the retention by him of the conveyance in his own hands is, that it was to give effect to the stipulation of the life lease that he should have the control of the farm so long as he should be competent to exercise proper control of it.

The fact that the life lease was made by defendants to plaintiff, apart from the technical effect of it as an estoppel, is inconsistent with plaintiff's present contention, as is also the provision of the bond as to the son's mortgaging the farm to raise \$275, which he could not do unless the land had passed to him by the conveyance.

The later transaction is not, I think, open to successful attack, either on account of undue influence or because plaintiff did not understand the nature and effect of the two documents that were then executed by the parties—the quit claim and the bond. I have no doubt that he did understand that he was giving the quit claim, and that his rights were thereafter to be measured by the provisions which were contained in the bond.

That transaction was, moreover, entered into after plaintiff and his son had together visited their parish priest and