

W. R. Riddell, K.C., and G. Grant, for plaintiff.  
W. T. Lee, for defendant.

THE COURT (FALCONBRIDGE, C.J., STREET, J., BRITTON, J.) did not differ from the conclusion of fact of the Chancellor. If the appellant had not been a debtor to the defendant, it would probably have been his duty to see that she had proper advice: see *Cobbett v. Brock*, 20 Beav. 324: but no such duty was imposed on him when she and her husband were both debtors. All the circumstances are inconsistent with defendant's contention that the conveyance to him represented a purchase by him, and that they were only consistent with the theory that it was intended as a security, and that plaintiff had made out a satisfactory case for cutting the conveyance down to a security.

On 5th April, 1902, defendant's debt then standing at \$1,627.05 over and above the \$2,000 secured by the transfer of the property, he agreed to accept \$1,000 in satisfaction of it, and threw off the \$627.05, upon being paid the \$1,000. Under these circumstances it cannot be made a condition of plaintiff's right to redeem that the \$627.05 should be revived against her.

Appeal allowed with costs, and judgment varied by declaring plaintiff entitled to redeem on payment of \$2,000 and interest, and plaintiff should, according to the well settled rule in redemption cases where the right to redeem is disputed, have her costs to the hearing inclusive; such costs to be set off against defendant's debt. Reference to local Master at Brampton to settle amount and tax costs. Further directions and subsequent costs reserved.

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STREET J.

MARCH 20TH, 1903.

CHAMBERS.

McKINNON v. RICHARDSON.

*Discovery—Examination of Party—Attendance by Consent at Place  
out of Party's Own County—Further Examination—Place for  
Holding.*

The defendant's solicitor, having taken out an appointment for the examination for discovery of one of the plaintiffs in Guelph, undertook, at the request of the plaintiffs' solicitor, to produce the defendant at Guelph for his examination for discovery upon payment of his proper conduct money, although the defendant was entitled to be examined