

interest whatever in the subject of the litigation, and whose evidence I consider as impartial and worthy of belief.

The credibility of the plaintiff, Martha Deevy, is also affected by many of the circumstances of the case, and by contradictions by other witnesses, and the most charitable view I can take of plaintiff's evidence, is that they must have forgotten the making of the deed, although it is not easy to understand why they could have forgotten an occurrence of such importance.

Harry Purdy, the witness to the deed, was examined *de bene esse*, on October 3rd, 1912, and denied all knowledge of the deed, or that he was a witness to its execution, or that he signed or made the affidavit of execution. He said, however, that his memory is not good, and that he forgets things that happened some time ago, and that he did not remember happenings of a month prior to his examination.

Then there is the evidence of Mr. Bray, the commissioner, before whom the affidavit of execution was sworn, which I accept; he details the whole circumstances of Henry Purdy having come before him, his signing the two copies of the deed as witness, and signing and swearing to the affidavits of execution thereon; he also tells of conversations he had with the witness at the time.

When Purdy was being examined, in October last, Mr. Bray again saw him, and identified him as the person who made the affidavits of execution on the deed in duplicate.

I have no doubt whatever, notwithstanding the old gentleman's denials, which may well be attributed to his admitted forgetfulness, that he it was who signed as witness, and as witness made these affidavits.

Added to all this is the evidence of the experts called to speak of the signatures of James Deevy and Henry Purdy, and who unhesitatingly stated that the signature of James Deevy to the deed was written by the same person who wrote other signatures produced at the trial, and which are admittedly his.

There is evidence, too, which I accept, that the plaintiffs expressed to others their intention of giving this property to their son.

Not a little evidence was directed towards shewing that some of the accounts for the building of the house were paid by plaintiffs or one of them, and that other accounts were paid by the son, now deceased. This was accepted as tending to shew where the probabilities lay.