

mony action on 22nd January, 1906, in which he states that he is dependent upon his sons and daughters for support, and that, apart from the 2 1-2 acres in the township of Sarnia, he has no other property of any nature or description.

John Logan, some time after the assignment to defendants, gave a written order to Mrs. Drew to get these mortgages from the solicitor. Such an order was not produced at the trial, but the solicitor remembers it, and refused to honour it.

Mary Logan, a sister, speaks of an occasion before the assignment to plaintiff when plaintiff asked their father to go in and help beat the girls out of the money or mortgages. The father replied, "No, it is the girls', and I will not do anything." On cross-examination she said her father's exact words were: "No, I gave them to the girls, and I have nothing more to do with them."

Alice Logan gives practically the same evidence. Neither the father nor the plaintiff contradicted this evidence, and I regard it as most important as against the trusts alleged.

The explanation of this transaction seems to be the confidence the father had in his daughters—not that they would act as trustees to administer any trust declared or undeclared—but that they would support him, if necessary, and deal fairly and liberally with the rest of the family, and they certainly have been most liberal to every member of the family called. Plaintiff is the only one who, so far as appears, is at all hostile. Even if for the family, the members of the family, other than the plaintiff, are satisfied.

I think plaintiff fails.

If not already added, John Logan may be added as a party plaintiff, upon filing the usual consent, and the action fails whether John Logan is added . . . or not.

As to the alleged settlement, I think none was actually arrived at. There were negotiations certainly, and apparently a verbal understanding was arrived at as to an amount to be paid, but not a complete understanding as to how that amount was to be applied. When reduced to writing, and even signed, plaintiff refused to allow it to be delivered or to carry it out. He had the right to do this, so no settlement was actually made. This, in the view I take of the case, is to be regretted.

Although the explanation given by both defendants as to their expenditure of money was most inexact and in