

was to convey to his wife, but that he was persuaded by the defendant to convey to his wife and the two sons. The plaintiff said that he intended, when he was persuaded to convey as he did, that the two sons should be merely trustees; but this statement was not to be accepted.

The arrangement that was made was that, the farm being conveyed to the plaintiff's wife and sons, they three should work it and pay off a mortgage upon it and maintain the plaintiff. The evidence led to the conclusion that the mortgagee was content to give time if there was a change of title.

The deed was prepared and executed. The consideration was that the wife and sons should pay off the mortgage and support the plaintiff. The deed recited such an agreement, and the habendum was to the grantees "to and for the maintenance and support according to his station in life on said premises of the" plaintiff, "and from and after the death of the" plaintiff "to and for the sole and only use of" the wife and sons. There was also a covenant by the grantee to support and maintain the plaintiff and to pay the mortgage. The defendant had not supported or helped to support the plaintiff; nor had he paid anything on account of the mortgage.

The plaintiff, his wife, the son Jerry, and others of the family continued to live on the farm and work it, the plaintiff working as hard as any of the others. The plaintiff's wife received and disbursed the income; the mortgage had been considerably reduced.

The plaintiff had recognised the defendant as having an interest in the farm; but it was not established that, with any knowledge of his rights, the plaintiff had done anything to confirm the transaction of 1908. The delay in attacking the transaction was not important; certainly, that delay had not led the defendant to alter his position in the slightest degree.

The transaction could not be supported as being a performance of a promise previously made by the father that he would give the defendant some interest in the farm if he stayed at home and worked upon it.

The deed could not stand; for the reasons that, even if the plaintiff understood that he was conveying an interest to his sons, and even if it was necessary in order to satisfy the mortgagee that there should be a conveyance to somebody, the defendant stood in a confidential relation to the plaintiff, and the plaintiff relied upon him; that the plaintiff's action was induced by the defendant's solicitation; and that the plaintiff needed independent advice, and had none. Moreover, the transaction appeared to have been improvident. When the plaintiff was divesting himself of all his property in consideration of a promise of support, there should have been some means provided of bringing the property