

## No. 7480 Equity

to William K. DeLashmunt but the management and general direction and actual possession by a J. DeLashmunt continued as uninterrupted after the alleged gift had been made, as from the time when it was made. In the case of Hardisty vs. Richardson, to which reference has already been made the facts which took that case out of the operation of the Statute of Frauds were distinctly and markedly different. There, the son, the donee, was all the while in the exclusive possession and enjoyment of the farm as his own. Here, the son was not in the exclusive possession and enjoyment of the farm because the father retained control over it and managed it his own. In Hardisty's case, the farm was assessed to the donee, the son, and he paid all the taxes on it here, as we have said, the father paid the taxes and continued to be assessed with it as long as he lived and after his death the mother, the devisee under the father's will, paid the taxes herself. In Hardisty's case, the buildings on the farm were insured by, and in the name of, the son, and in obtaining the insurance in that way, the father made representations in reference to the ownership of the farm which when taken in connection with other facts in the case, were deemed quite conclusive against him. Here, it does not appear that the buildings were insured by the son at all. In Hardisty's case extensive alterations and improvements in the dwelling house, costing between \$2,500 and \$3,000, were made by the son and paid for by him. Here, whatever improvements were made by the son were paid for out of the proceeds from the farm. In Hardisty's case, the cost of the improvements was evidently paid out of the son's own funds. In this case they were not. It is true that W. K. DeLashmunt did some work upon the farm. He helped to construct a blind ditch. He helped to worm the peach trees and he did other manual labor, but in return for this he received from his father the net proceeds arising from the cultivation of the place. He made no contracts of renting with the tenants and they made no settlements with him. No act that he did is inconsistent with the hypothesis that his father still continued to be the actual owner of the place, and every act that he did perform is as readily accounted for