

In truth, though the real purchaser was Mrs. Farlinger, she bought upon the understanding that \$4,000 of the purchase-money was to be provided by her mother, and, in consideration of this, the mother was to be maintained on the farm during her lifetime by Mrs. Farlinger, who, it was intended, should remove with her husband from the United States, where they resided, to the farm, and that they and Mrs. Raycroft should live together upon it.

This feature of the transaction was not explained to the appellants, and it was urged that the sale could not, therefore, stand.

But the appellants in the first case, who are the only persons interested in having the transaction set aside, admitted on cross-examination that they were quite willing that Mrs. Raycroft should buy the farm for \$4,800; and it is clear that, accepting their statements that when they executed the conveyance they thought it was she who was buying, they assented to the sale being made to her.

If they were willing that she should become the purchaser, I am unable to see how it can be open to them, because Mrs. Raycroft was willing to give \$4,800 of her own money to Mrs. Farlinger, to enable her to buy, stipulating that in return for it she should be maintained on the farm during her lifetime, to attack the transaction as a breach of trust.

For the reasons given at length by the Chancellor and for the reasons I have mentioned, and especially having regard to the long delay in attacking the transaction and the considerable expenditure that has been made by Mrs. Raycroft in improving the property on the faith of her being the owner of it, I am of opinion that the appellants' case failed and that their action was rightly dismissed.

In the second case, I am of opinion that judgment should be affirmed, and can usefully add nothing to the reasons given by the Chancellor for the conclusion to which he came.

Appeals dismissed.