

JULY 2ND, 1913.

BLAISDELL v. RAYCROFT.

RAYCROFT v. COOK.

Executors and Trustees—Trust for Sale of Land—Sale Made by Executors Attacked by Parties to Conveyance—Adequacy of Purchase-price—Breach of Trust not Established—Delay in Making Attack—Expenditure by Purchaser in Making Improvements.

Appeals in the first case by the plaintiffs and in the second case by the defendant from the judgments of BOYD, C., ante 297, in the two actions.

The appeals were heard by MEREDITH, C.J.O., MACLAREN, MAGEE, and HODGINS, J.J.A.

G. F. Shepley, K.C., for the appellants in the first case.

F. J. French, K.C., for the appellant in the second case.

J. A. Hutcheson, K.C., and P. K. Halpin, for the respondent, Rayeroft.

The judgment of the Court was delivered by MEREDITH, C. J.O.:—Although the finding of the Chancellor in favour of the reality of the sale to Mrs. Farlinger of the testator's farm was vigorously attacked by counsel for the appellants, we see no reason for doubting the correctness of the finding, which is amply supported by the evidence.

It is beyond doubt that the purchase-price (\$4,800) was the full value of the farm, and that, but for the decision of the Grand Trunk Railway Company of Canada to remove its terminals from Brockville to Prescott, it would not be saleable for more at the present time.

The appellants joined in the conveyance to Mrs. Farlinger, and each of them testified that she understood that the purchaser was the executrix, Jane Rayeroft, and was willing that she should become the purchaser.

If a finding upon the point were necessary to the determination of the case, I think that the proper conclusion upon the evidence is, that each of them knew that the conveyance was being made to Mrs. Farlinger, but it may be that they understood that she was buying for her mother, Jane Rayeroft.