

and considered as a whole, leads the appellate Court to a clear conclusion that the findings of the trial Judge are erroneous, it becomes the duty of the Court to review these findings:" *Beal v. Michigan Central R. R. Co.*, 19 O. L. R. 502, 506. . . .

The defendants first got a statement of the condition of the printing company, and then consulted their solicitor. They acted upon the advice of their solicitor. They consulted the advertising manager of the "Mail" Printing Co., and decided that of the two courses, to sell at once and to keep going and try to make a sale, the latter was preferable. . . .

I do not find any evidence upon which it can be found that, had the property been sold at the first, the receipts would have been larger. With much respect, such a finding is, in my opinion, a mere conjecture, and is not supported by evidence. Nor can I find anything which proves that any efforts on the part of the defendants would have resulted better.

Even though the defendants should be held to have made a mistake, I am of the opinion that the statute 62 Vict. (2) ch. 15 affords a protection. Their honesty was frankly attested by the counsel for the plaintiffs before us; the reasonableness of their action is, in my view, apparent; and they should be protected if the Court can fairly do so. The cases cited in *Whicher v. National Trust Co.*, 19 O. L. R. 605, at p. 612, shew how far the protection can go. I am not at all impressed with the fact that the remuneration of the defendants was of the most trifling character—they got what they stipulated for, and, if it was not ample, they are themselves to blame; no one forced this trust upon them.

I have no hesitation in saying that the charge of fraud wholly fails; and it is a satisfaction to know that all concerned seem to have acted in the best of faith.

The appeal should be allowed.

It is said that there are charges made by the defendants against the fund which are improper and should not be allowed, even on the supposition that the defendants are not to be charged with neglect or default in delaying the sale. If it be desired to press such a claim, the plaintiffs may have a reference to the Master at Cornwall to take their accounts as trustees. This will be taken by the plaintiffs at their own peril as to costs; if this reference is taken, the general costs of the action and of the reference will be reserved to be disposed of by a Judge in Chambers after the report, but in any case the plaintiffs should pay the costs of this appeal. As to the costs of the trial, I agree with