the widow was to live and be maintained in part of the house on the farm. This was not made known to the beneficiaries, but it does not appear to be material, assuming what I have found to be proved, perfect good faith in the whole arrangement. That was a matter between mother and daughter which did not concern the beneficiaries in approving of the sale to Mrs. Falinger. Satisfactory explanation was given at the trial as to why the title was not left in Mrs. Falinger. Her husband, who with her lived in the States, appeared on the scene, and was dissatisfied with the run-down condition of the property, and would not engage himself to the arrangement as to the widow's maintenance in the place.

The difficulty was then solved by the widow buying the place from the grantee Mrs. Falinger, repaying the $800 part consideration, relinquishing the right to be kept on the land, and become owner of it herself. Had this been a complaint lodged soon after the transaction these incumbrances might have provoked some suspicion and have justified some method of investigation, but after a lapse of four years, and after the sale of the property for $10,000 by Mrs. Raycroft, suspicion is transferred to the motives of this litigation, as being an attempt to secure some share of the windfall or Godsend arising from this sudden rise in value.

Exceptional circumstances in the last year have led to this price being for railway purposes, and it casts no reflection on the sale of 1908, as being at an undervalue.

There was no scheme on the part of the widow to enrich herself at the expense of the residuary legatees but an honest attempt to make the best of the situation as it existed at the death of her husband, and the winding up of the estate, so that if she did not get the comfortable home he intended for her out of the unavailable $1,800, she might at least have a home on the place and work it as best she could. She has spent money on repairs and clearances and other improvements, and I can find no equity and no reason now to disturb her or to relieve the plaintiffs.

The onus is on the plaintiffs to get rid of the deed they signed and no sufficient grounds have been shewn. An interesting case on this state of facts is *Re Postlethwaite,* 59 L. T. N. S. 59, which was reversed in 60 L. T. N. S. 517, by the Lords Justices. So also is *Williams* v. *Scott,* [1900] A. C. 499, but distinguishable from this on the facts.

The action should be dismissed with costs with a declaration that the money realised from the late sale and now