

the management of it, was losing money through it; and the co-owners not only failed to pay their shares of the losses, but gave no heed to the property in any manner, acting as if they had abandoned all interest in or care for it. The mortgage was long overdue, the security was a precarious one, and the mortgagee was pressing for payment and insisting that the land be offered for sale under the mortgage. Notice of an intended sale was given to all concerned, but was entirely unheeded by the co-owners. An attempt to sell at auction proved abortive. Eventually the defendant Sale induced the defendant Little to buy for \$2,575, on the condition that the defendant Sale would protect him against loss to the extent of \$2,500—in consideration of which the defendant Sale was to have half the profits in case the transaction proved to be a profitable one to the defendant Little.

The learned Chief Justice said, after stating these facts and others, that the bargain was the best that could be made; and the plaintiffs could not reasonably find any fault with it, even if they had not abandoned all interest in the property.

The defendant Little was unable to make anything out of the land, and the defendant Sale took it over because he was obliged to do so under the conditions of the sale to Little; but soon afterwards the defendants the Windsor Realty Limited took the burden off his hands, and the land was conveyed to that company.

The land being regarded as having appreciated in value, the plaintiffs were now attempting to rip up all these transactions. They had no right in law to do so. Fraud was charged, but was not proved; and the legal title had passed from the mortgagee to the defendant Little, and from him to the defendant company. And, upon the facts stated, there was no reason why equity should aid the plaintiffs; they had abandoned all interest, and were estopped.

The appeal should be allowed with costs and the action dismissed with costs.

RIDDELL, J., agreed in the result.

LENNOX, J., agreed in the result and in the reasons of the Chief Justice.

MASTEN, J., agreed in the result, for reasons briefly stated in writing.

Appeal allowed.