

pitions created by the circumstances; and the learned Judge did not think that, because of his suspicions, he could reverse the Master's finding, nor reverse it because of the credit erroneously, as it appeared to the learned Judge, given to the entries. The Master may have formed too favourable an opinion of the witnesses; but he did form it; and, the case being one "where the issues involve the moral character of the actors in the transaction, and . . . they have given essential evidence which the Judge (Master) has accepted," it follows, to quote further from the judgment of the Divisional Court, that "it is almost impossible to refuse to give effect to his" (the Master's) "view:" 11 O.W.N. at p. 28.

The appeal against the finding of the amount due should be dismissed.

An attack was also made upon the Master's ruling that the costs of the trial, awarded to the defendant by the Divisional Court, were to be added to the mortgage-debt. The course taken by the Master was in accord with the rule stated by Page Wood, V.-C., in *Parker v. Watkins* (1859), Johns. Ch. 133; while the mortgagee is not, in general, entitled to charge the estate with the costs of defending his own title to the mortgage, he is so entitled when those interested in the equity of redemption concur in the litigation. Here the owner of the equity of redemption made the attack.

The appeal upon this branch of the case also failed.

*Appeal dismissed with costs.*

FALCONBRIDGE, C.J.K.B.—

JULY 4TH, 1918.

FERRIS v. EDWARDS.

*Vendor and Purchaser—Agreement for Sale of Land—Action by Vendor for Specific Performance—Misrepresentations by Vendor—Failure to Prove—Evidence—Credibility of Witnesses—Purchaser Choosing to Act upon his own Judgment—Inspection of Land—Failure to Seek Available Information—Purchaser Estopped from Saying that he was Deceived—Presence of Noxious Weeds—Impossibility of Placing Parties in Original Position—Failure of Claim for Rescission.*

Action for specific performance of agreement for the sale by the plaintiff and purchase by the defendant of land in Manitoba.