

The learned Judge found that there was no undue influence such as ought to vitiate the conveyance. He referred to *Collins v. Kilroy* (1901), 1 O.L.R. 503, per MacLennan, J.A., at p. 504.

The transaction was not an improvident one for the plaintiff; a lease of the farm to him for life was to be made by the defendant, and this she was willing to do.

As to obtaining independent advice, the parties thought they had all the necessary advice. The conveyances were drawn by a solicitor, who was acting as much for the plaintiff as for the defendant.

There was a third conveyance, made because in the earlier ones no provision was made for the daughter of the plaintiff and defendant. The third conveyance made the defendant a trustee for this daughter.

The third conveyance was voluntary, and was not supported by the ante-nuptial agreement. The plaintiff did not understand the true meaning of it. It was not obtained by undue influence, but was executed by mistake of both the plaintiff and defendant.

The third conveyance should be set aside and the registration thereof vacated.

The action should be dismissed as to the other two conveyances.

As success was divided, there should be no costs.

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FALCONBRIDGE, C.J.K.B.

JULY 26TH, 1918.

\*CAMPBELL v. MAHLER.

*Contract—Formation—Sale of Goods—Telegrams—Bought and Sold Notes—Statute of Frauds—Letter Repudiating Contract nevertheless Evidence to Satisfy Statute—Omission of Statement of Time for Payment—"Terms Usual"—Custom of Trade—"Shipment Opening Navigation"—Breach of Contract by Vendors—Damages—Nominal Damages—Costs.*

Action for damages for breach of an alleged contract for the sale by the defendants to the plaintiffs of a car-load of evaporated apples.

The action was tried without a jury at London.

G. S. Gibbons, for the plaintiffs.

R. G. Fisher, for the defendants.

\* This case and all others so marked to be reported in the Ontario Law Reports.