will which was prepared on the instructions of one of them, had done all that they were required to do when they had proved, as they had, that the testatrix was capable of making a will, that the will was duly executed, and that the testatrix understood that the document which she executed gave effect to the wishes which she had expressed to Mr. Fitzpatrick, or whether they must go further and prove that there was, in fact, no exercise of undue influence.

According to the judgment of the Appellate Division in Wannamaker v. Livingston (1918), 43 O.L.R. 243, the result of the cases upon this point is that, when persons propounding a will, in circumstances such as exist in this case, have proved what I take these defendants to have proved, the onus is shifted, and it is for those claiming against the will to establish that there was in fact the exercise of undue influence. That had not been done, and there should be judgment in favour of the defendants with costs.

WALKER v. MORRIS—FALCONBRIDGE, C.J.K.B.—JUNE 27.

Vendor and Purchaser—Agreement for Sale of Land—Specific Performance.]—Action for specific performance of an agreement for the sale of land, tried without a jury at London. FALCONBRIDGE, C.J.K.B., in a written judgment, said that there was no defence to the action. The only point suggested at the trial was not pleaded, and, if it had been, would not have constituted a defence. Judgment for specific performance with costs. P. H. Bartlett, for the plaintiff. J. M. McEvoy, for the defendant.

HEYD v. GROSS—SUTHERLAND, J.—JUNE 27.

Lien—Advances Made and Services Rendered in Respect of Real Property—Evidence—Conflict—Findings of Trial Judge—Lien for Advances, Costs, and Commissions—Judgment for Payment and in Default Realisation by Sale—Reference for Ascertainment of Amount Due—Costs.]—Action by Norman G. Heyd and Louis F. Heyd against Gussie Gross, Hyman Gross, and Samuel Rosenberg, to recover moneys alleged to have been advanced by the plaintiffs at the request of the defendants and remuneration for services performed by the plaintiffs for the defendants. The action was tried without a jury at a Toronto sittings. SUTHERLAND, J., in a written judgment, said that the action arose out of dealings by the parties with a property known as 54 and 56 Kensington avenue, in the city of Toronto. After setting out the facts and reviewing the evidence, the learned Judge said that the documents in evidence were numerous, and it was well-nigh impossible to understand or reconcile them. The oral testimony also was conflicting.