wife, on the faith of this trust deed, this defendant invokes the law of his domicile and succeeds in setting aside the deed, and now comes before me and contends that all the payments so made by the plaintiff should be disallowed.

It might be sufficient in this case to apply the rule that where a party by his representations induces another to make advances, or to alter his position, he shall make good his representations, and ndemnify such other party for his advances: *Freeman* v. *Cooke*, 2 Ex. 654. But the rule of all Courts of Equity affecting such trusts as the present is that where parties place others in the position of trustees, they are in equity personally bound to indemnify them against the consequences resulting from that position: *Ex parte Chippendale*, 4 DeG. M. & G. at p. 54.

It is, says Lord Eldon, in the nature of the office of a trustee, whether expressed in the instrument or not, that the trust property shall reimburse him all his charges and expenses incurred in the execution of the trust: *Worrall* v. *Harford*, 8 Ves. 8. And the Court infuses such a clause into every trust deed: *Dawson* v. *Clarke*, 18 Ves. 254. The statute does little more than what a Court of Equity would have done without statutory direction: R. S. O. c. 107, s. 3.

This indemnity may be enforced even when the trust deed is void, unless the expenditures are made with the knowledge of the invalidity of the trust deed: *Smith* v. *Dresser*, L. R. 1 Eq. 651. Thus a trustee acting *bona fide*, and with the concurrence of the heir-at-law, under a will which was supposed to be valid as to real estate, but which turned out to be invalid, was held entitled to be indemnified out of the estate: *Edgecumbe* v. *Carpenter*, 1 Beav. 171. And where trustees under a void deed had acted *bona fide*, they were allowed the moneys they had paid, and the value of the material they had supplied, according to the terms of the trust deed: *Wood* v. *Axton*, 1 W. Notes 207. So when the Court finds a trust deed or a will and a fund, it avails itself of the fund to relieve the difficulties created by the instrument: *Mohun* v. *Mohun*, 1 Swans 201. And trustees under a void settlement will be allowed their costs against the settlor who has occasioned them by his own voluntary act: *Daking* v. *Whimper*, 26 Beav. 568. See also *Morison* v. *Morison*, 3 Sm. & Giff. 564; 7 DeG. M. & G. 214; 1 Jur. N. S. 339, 1,100. *Attorney-General* v. *Norwich*, 2 M. & C. 406 1 Keen 700 1 Jur. 398; *Nelson* v. *Duncombe*, 9 Beav. 211, 10 Jur. 399.

There is a conflict of evidence as to what took place between the defendant and the plaintiff's agent respecting the removal of the defendant's wife from the Longue Pointe Asylum, in March, 1877. The defendant while giving his evidence, betrayed a very strong bias, and appeared to give his evidence in a reckless manner. One witness was called to sustain him, but his evidence if material only proved that after the removal of the defendant's wife from the Asylum, the defendant stated he would not be liable for her maintenance. Yet after this he gives to the plaintiff's agent two cheques for $150 and $144.50 towards the payment of the wife's expenses—without limiting by word or writing his further liability. And in a week or so afterwards when replying to the plaintiff's letter respecting a proposed pilgrimage, and his wife's health, he never refers to the alleged removal of his wife from the Asylum without his consent or against his wishes—nor intimates to the plaintiff any repudiation of liability for the future support of his wife, His reply to that letter refers to his non-liability on a promissory note; and in it he commissions his wife and her relations to decide upon her movements in these words: "When Father Dowd called as to the pilgrimage, I wrote that he had better consult with Anne's relations; and I can only say that they and she must decide as to her going or not." The defendant's evidence is also inconsistent with his acts and writings at the time. On the whole evidence, I must find that although he opposed his wife's return to his own house, he did not oppose, but in fact assented to her removal from the Asylum, and to her going to Toronto, and that he admitted a liability to the plaintiff for her support by paying to him in advance the two cheques already referred to.

This conclusion is further borne out by the subsequent conduct of the defendant when his wife returned to his house in October, 1878. Whatever may have been his intention respecting his wife's support prior to that time, his conduct then clearly establishes his liability. He had then the opportunity—if she was, as he now contends, suffering from mania—of taking that charge and care of her which by virtue of his relationship, and his duty to her and to the law, he was bound to do, and, if lawful for him so to do, of placing her again in the Asylum. But his own statement on oath shows that he turned her out of his house, and so sent her into the world as his delegated agent to pledge his credit for the necessaries of life suitable to her position: *Gartland* v. *Birchell*, 3 Q. B. D., 432.

The plaintiff was present when the defendant put his wife out of his house, and again took charge of and supported the defendant's wife, and for his reasonable expenses for such support and maintenance, he has a valid claim against this