administration has been granted: In re Enohin and Wiley, 10 H. L. C. 1 . . . In re Medbury, 11 O. L. R. 429. . . .

In the present case the estate which formed the subject of the settlement came from the will of the late John Bell, a resident of Toronto. The estate is in Toronto, and under the will of John Bell is being administered by the Toronto General Trusts Corporation of Toronto—one of the present trustees residing in New Brunswick and the other in Nova Scotia. The appellant resides in Boston, and the petitioners reside in Nova Scotia. Inquiries regarding the trust estate, its value, and the most opportune time for sale, would have to be made where the estate is, and it would, I think, be most convenient in the interest of all parties and beneficial to the estate, aside from other considerations, that one of the trustees should be resident here.

With great deference, I do not think that there are such special circumstances as should induce the Court to depart from the well-recognised principles applicable to a case of this kind.

The order appointing James W. Sangster must be set aside. Costs of all parties here and below out of the estate.

RIDDELL, J.   MARCH 19TH, 1910.

TRADERS FIRE INSURANCE CO. v. APPS.

Contract—Subscription for Company Shares—Evidence that Subscription Obtained by False Representation—Corroboration—Refusal to Accredit Uncontradicted Evidence of Witnesses.

The defendant, a widow, admittedly signed a subscription for $3,000 of the capital stock of the plaintiffs, a fire insurance company, therein covenanting to pay $300 within 60 days, and all calls as made by the directors. She paid the $300, and received a certificate for 30 shares. Subsequent calls were made, but she did not pay; and this action was brought to recover these calls.

H. Cassels, K.C., for the plaintiffs.

L. F. Heyd, K.C., for the defendant.

RIDDELL, J.:—To avoid liability the defendant sets up that while she knew she was subscribing for $3,000, she was assured that she never would be called upon to pay more than $300; and that the subscription she signed was read over to her as contain-