

ing to appointment of the widow, and in default of this equally; if no child survive, then as she by her will shall appoint, and, in default of a will, to those entitled under the Statute of Distributions to her personal estate.

Certain real estate, with a house, etc., was bought by the trustees, and it is now desired that the sum of \$3,000 be expended by the successors of these, the present trustees, in repairing the house. J. O. H. is dead, his widow is still living, and there are 7 children of the marriage, all adults.

An application is made to the Court for leave to apply \$3,000 of the principal money in such repairs. It is sworn that the widow and all the children approve. This being so, they should file a formal consent. Then the only event in which any one could complain would be the death of all her children before the widow, an event indeed possible, but very improbable.

In the facts of this case, as more fully appears by the affidavits filed, I think a case has been made out well within the authorities referred to in Lewin on Trusts, 10th ed., p. 573, to which reference may be made.

The trustees will have their costs.

RIDDELL, J.

DECEMBER 4TH, 1907.

TRIAL.

WEBB v. ROBERTS.

Vendor and Purchaser—Contract for Sale of Land—Misrepresentations by Vendor Inducing Contract of Purchaser—Approbation after Discovery of Falsity—Rescission—Damages for Deceit—Possession—Costs.

Action by vendor for a declaration of forfeiture of defendant's rights under an agreement between plaintiff and defendant for sale and purchase of land, and to recover possession, mesne profits, etc. Counterclaim by defendant for rescission and damages.

J. B. Clarke, K.C., and C. Swabey, for plaintiff.

A. J. Anderson, Toronto Junction, for defendants.