

unduly extending the rule as to revocation by an inconsistent subsequent bequest to hold that the words "balance," etc., necessarily or reasonably mean the residuary estate; for it is also a rule that to cut down or revoke a previous gift by a subsequent one it must be reasonably clear that the testator intended to revoke or cut down the previous gift. It furthermore seems to me that, if the testator had intended to revoke the residuary gift, he would have made his intention more manifest than it can be argued he did from this clause, because, in other codicils, when the testator desired to revoke a provision in the will, he effected the revocation by clear and appropriate language.

The answer to this question will therefore be, that the gifts provided for in the 17th, 18th, and 19th clauses of the will are not affected by the codicil of the 20th March, 1909.

To question (b) the answer is, Yes.

Question (c): By arrangement, this question and question (e) were reserved for subsequent application, should events hereafter arise making it necessary.

Question (d): The trustees shall set aside a sum at the present time, the income on which, in their opinion, will be sufficient to meet the annuities.

Question (f): The income during the period of obstruction to be temporarily suspended only, and not absolutely lost.

Question (g): The expense should be confined to the expenses of obtaining probate.

Question (h): Mary Finn is entitled under the codicil of the 3rd March, 1910, to the twenty-five shares of stock absolutely.

Costs of all parties out of the estate; those of the trustees as between solicitor and client.

TEETZEL, J.

APRIL 18TH, 1912.

EASTON v. SINCLAIR.

*Contract—Exchange of Properties—Rescission—Improvidence—
Parties not on Equality—Lack of Information and Advice
—Representations Recklessly Made—Damages.*

Action for the rescission of a contract for the exchange of lands and for damages.

E. H. Cleaver, for the plaintiff.

R. Wherry, for the defendant.