

In these circumstances, I follow my decision in *Geedy v. Wabash R. R. Co.*, supra, and dismiss the motion without costs.

I venture to repeat what I said in *Geedy's* case, that it would save trouble if there was no place of trial named unless the writ is specially indorsed. It is only named then because, if a defendant avails himself of Rule 171, there would be no other way for the plaintiff to comply with Rule 529. See *Segsworth v. McKinnon*, 19 P. R. 178. If this action is not tried at the Toronto January sittings, the defendants can move to have the venue changed to Cayuga, if so advised, notwithstanding the order now made.

RIDDELL, J.

DECEMBER 4TH, 1907.

CHAMBERS.

# RE HEWARD'S TRUSTS.

*Trusts and Trustees—Trust Estate—Expenditure of Principal on Repairs—Consent of Beneficiaries—Leave of Court.*

Motion by the Toronto General Trusts Corporation, trustees, for an order authorizing the expenditure of part of the principal of the trust estate in repairs.

J. T. Small, for the trustees.

RIDDELL, J.:—By deed of 13th May, 1857, J. G. conveyed to certain trustees certain mortgages in the deed of conveyance mentioned. By this deed the trustees were given the power to use such part of the proceeds of the said mortgages as they thought fit in purchasing real estate and also to sell real estate so bought, and invest the proceeds. All the principal moneys and the real estate were to be held by the trustees, upon trust to pay the interest, dividends, and profits half-yearly to J. O. H. for the joint lives of himself and wife; in case she survive him, then to her for life, and at her death to their children then surviving, in such shares and according to conditions, etc., to be made by J. O. H. and his wife; in default of such appointment, then accord-