procured by the fraud and undue influence of the plaintiff Sellers and others associated with him. The document was executed in March, 1916; the testator died in August, 1916, being then upwards of 80 years of age. The action was tried without a jury at Goderich. MASTEN, J., in a written judgment, said that the three contentions of the contestants dovetailed into each other and stood or fell together, so that they could not well be considered separately. After a careful examination of the evidence, the learned Judge stated his conclusion thus: "To uphold the contentions of those contesting the will, it would be necessary to find: (1) a conspiracy on the part of five persons . . . (2) the successful carrying out of a complicated plot on the 10th August; and (3) deliberate perjury of at least four persons at the trial. The evidence does not warrant me in making these findings." Judgment directing the admission to probate of the will propounded by the plaintiffs. There were so many circumstances of suspicion that the litigation was justified; but only the costs of the executors (as between solicitor and client) should be paid out of the estate, i.e., out of the residue. Otherwise, no costs. R. Vanstone, for the plaintiffs. W. Proudfoot, K.C., for the defendant Joseph J. Sellers. H. Guthrie, K.C., for the other defendants.

PRATT V. RAY—SUTHERLAND, J.—JULY 7.

Vendor and Purchaser—Agreement for Sale of Land—Default in Payment of Purchase-money—Provision Making Time of Essence—Waiver—Relief against Forfeiture—Terms—Specific Performance—Costs.]—Action by the purchaser of land for specific performance of the agreement of sale and purchase and for other relief. The plaintiff brought $586.50 into Court to cover arrears due under the agreement. The plaintiff had also improved the property by building thereon and otherwise. The action was tried without a jury at Sandwich. SUTHERLAND, J., in a written judgment, after setting out the facts, said that, while time was made of the essence of the contract, it was clear that neither the plaintiff nor the defendants Ray and Curtis so treated it—those defendants did not insist on the plaintiff making his payments according to the terms of the contract; and the plaintiff, in making such payments as he did make, did not make them in the amounts or at the times stipulated in the contract. The plaintiff was undoubtedly dilatory and negligent. Having regard to all the circumstances, relief should be given against the forfeiture and the