

the annuity should be increased to \$100 so long as both lived and as the annuitant remained the testator's widow. In a subsequent part of the will he directed that if such child should live till fourteen he should be put to trade "and pay stopped when of age, shall \$100":

Held, that the widow was entitled to the annuity of \$100 absolutely until the child was twenty-one, provided the child lived so long and the widow remained unmarried; and that in case the child should die before twenty-one, or in case the widow should marry, the amount was to be reduced to \$50 a year for the remainder of her life.

Bateman v. Bateman, 227.

5. The testator devised his farm to *G*, and directed that if *G* should die without heirs, the land should be sold and legacy paid; and if the testator's widow should die or marry before *G* should have paid \$2,000, the balance should be equally divided amongst the testator's heirs. In a subsequent part of the will the testator directed that *G* should pay \$2,500:

Held, that the estate intended for *G* was the fee simple, with an executory devise over in case he should die without issue living at his death.

Held, also, that the word 'heirs' in the bequest of the balance, did not include the widow; and the same construction was put upon the word 'heirs' in a residuary clause contained in the subsequent part of the will.—*Ib.*

6. Where a testator directed his real and personal estate to be converted into money; the proceeds to be invested; such investments to be continued until the whole of his property should be realized; and from and out of the same, when so realized and invested in the whole, and thus available for division, and not before, to pay certain legacies:

Held, (1) That until the whole was realized the legatees were not entitled to interest.

(2) That mortgages properly secured, which the testator held, should, for the purposes of the will, be deemed to be realized and invested immediately after the testator's decease.

(3) That the period of payment was not to be extended beyond the time that the estate might, with due diligence, be realized; and

(4) That the trustees could not prolong the period by selling the real estate on time.

Smith v. Seaton, 397.

7. The testator gave £3000 to Trinity College, and £1000 to Trinity Church, both to be paid out of certain gas stock. By a codicil he reduced the latter bequest to £500, and gave to two other churches a further sum of £500:

Held, that this sum was to come out of the gas stock—*Ib.*