

No doubt, the beneficiaries are entitled to a home and reasonable maintenance at the hotel, and, no doubt, such home and reasonable maintenance would not be afforded by the bare walls of the hotel. But it does not seem to me that the widow could not at any time sell the whole or any part of the furniture, provided that she left or procured furniture of the kind and quantity necessary to furnish a reasonable home. If she at any time failed to do this, no doubt the beneficiaries would have a good cause of action, and, if necessary, the hotel would be sold to provide a home and maintenance for those entitled thereto. But that is quite a different proposition from that of the defendant, that is, that each beneficiary could have prevented her mother from selling any single article.

But the will of the widow is much more explicit, containing, as it does, an express bequest of this property to the 3 named legatees.

"The power of the executors to dispose of a chattel specifically bequeathed seems to have been formerly questioned, but succeeding cases in modern times have established it beyond dispute:" Williams on Executors, 9th ed., p. 802. And whether the case might be different if it were established that the executrix had done anything in the way of assenting to the bequest, I need not inquire, as nothing of the kind is set up here, but, on the contrary, it appears that the plaintiff was insisting upon her right to sell from the beginning.

As to the last point, I have said that there is nothing in the conduct of the plaintiff which bars her right. If any estoppel exists, it exists against the defendant. With full notice and knowledge of the claim of others in and to these chattels, he agreed, if not by the agreement of 30th October, 1906, at least by that of 3rd May, 1907, to pay the sum of \$950 to the plaintiff for them. I should, however, as at present advised, hesitate to decide against the defendant upon this ground alone.

It would have been better had Edna Clark and her infant sister been made parties to this action, and the action fought out with their claims fully explained and urged; but the solicitor for the defendant, who was also solicitor for Edna Clark, did not see fit to take this course. I cannot hold that the plaintiff should have made these parties—the plain