

her all his real property for her sole use and benefit so long as she should live; but if she should marry again she was to have one-third of the rents for life, and his daughter Eliza, being unmarried, should have the full use and benefit of two-thirds of the rents or net proceeds of the real estate until she marries or dies—"In the event of her marriage or death and my said wife being living but married again, then the two-thirds as aforesaid shall be from time to time equally divided amongst my children in Canada until the death of my wife. In the event of the death of my wife previous to the marriage or death of my daughter Eliza, then the said Eliza shall have the full use and benefit of the whole of the rents or net proceeds of my said real estate until she marries again. As soon as may be convenient after the death of my wife and the death or marriage of my said daughter, the property shall be sold and the proceeds divided" (among children and grandchildren). The testator left him surviving his widow and five daughters, all married, one being his daughter Eliza mentioned in the will. The daughters were still living. The widow died on 14th November, 1902, having made a will in favour of her daughter Sarah Jane Way. The estate of the testator consisted of household furniture and chattels valued at \$250; policy of life insurance, \$150; two parcels of real estate, valued at \$2,400; and a mortgage on real estate. The testator's debts and funeral expenses and the expenses attending the execution and probate of his will were paid out of the insurance moneys. The real estate had not been sold, and the executors had not received any remuneration.

J. Dickson, Hamilton, for the testator's daughter Louisa May Robins, contended that the mortgage did not pass under the bequest to the widow, and also that it was liable, in priority to the real estate, to the payment of all his debts, funeral expenses, and expenses attending on the execution of his will and the administration of his estate.

D'Arcy Tate, Hamilton, for the daughter Sarah Jane Way, contended that the widow took the beneficial interest in the mortgage.

OSLER, J.A.— . . . In my opinion the beneficial interest in the mortgage passed to the widow. Taking the whole clause in which the bequest of the personalty is found, it is in express terms a gift of the residue (Williams on Executors, vol. 2, p. 1317), and if the words "and other personal effects" are not cut down by the words which precede them, they are wide enough, having regard to the large meaning of the word "effects" (Roper on Legacies, 2nd Am. ed., pp.