

payable in yearly payments—the 1st of \$50 and the second to 14th inclusive of \$100 each, and the balance at expiration of the 15th year. The time for payment in full will not expire until the 15th March, 1914. The purchaser went into possession, was at time of making the will, at time of death of testator, and is now in possession. The executors recognize the agreement with Conliff—as in force, and although there has been default in paying, as much on account of principal as the agreement calls for, and although the agreement permits in case of default, the vendor to re-sell—there has been no re-entry or attempt to sell, by either the testator or the executors. The principal money of the purchase-price has been reduced. The vendee could during the testator's life—according to the terms of agreement have made his payment on principal up to \$1,000, and could have demanded and got a conveyance to him—giving to the testator a mortgage for the balance. The testator died on the 9th December, 1909. The vendee has his right to retain the land—and get a conveyance from the executors.

The clauses of the will requiring consideration are: (1) “I give, devise and bequeath to my son Allan M. Snetsinger my entire stock of goods in my store at Moulinette aforesaid, my carriages, harness, farm implements of all kinds, horses, and all kinds of live stock, and generally the contents of the stables, carriage houses, and outbuildings at my residence and upon my farms in the township of Cornwall, and one half of my household furniture and household effects and furnishings of all kinds, including plate glass ware, pictures, books, and the entire contents of my dwelling, and all my real estate in the township of Cornwall” . . . .

The testator had farms—real estate—in the township of Cornwall—not in any way connected with the farm under agreement with Conliff. No part of the chattel property, bequeathed to Allan was upon the Conliff farm. Nothing in the will refers directly to the Conliff farm.

The devise of all the rest and residue of testator's property is upon trust “(1) forthwith to convey, assure, assign and set over to my son Allan M. Snetsinger, the real and personal estate hereinbefore devised and bequeathed to him.” This clause does not in any way enlarge the devise, or assist Allan in his claim to the Conliff farm.

The sole question is, do the words “my real estate in the township of Cornwall,” include the real estate sold to Conliff?