payable half-yearly during her life. By the fifth clause he directs his executors to invest the moneys and securities of which he shall die possessed, and out of the interest to pay the annuity of his wife and the residue, if any, to his sister; and if his sister survives his wife to pay her the whole interest during the term of her life.

By an earlier clause of the will the wife had been given a life estate in the testator's residence. Subject to this life estate, by the sixth clause it is given to trustees, with power to sell, and after the death of the wife proceeds are to be divided among the testator's nephews and nieces. By the seventh clause the moneys and securities for money are to be also divided among the nephews and nieces upon the death of the testator's wife and sister.

The testator, after the date of his will—23rd June, 1884—purchased for $2,200 a property known as the gallery property in Milton. This property was subject to a mortgage for one thousand dollars, the assumption of which formed part of the purchase price. After the death of the testator his executors paid off this mortgage out of the personal estate. The income derived from the personal estate was insufficient to pay the widow's annuity in full. The executors have paid to the widow the income derived from the gallery property; but even this is not sufficient to give her the $200 a year. There was no residuary clause in the will.

It is argued that the testator, having taken money in the bank and invested it in the gallery property, this ought to be treated as forming part of "the moneys and securities" which are directed to be held.

By the Wills Act, as to property mentioned therein the will is, in the absence of a contrary intention therein expressed, to be taken as speaking from the death of the testator. At the death of this testator this land could not be regarded as money or security. The principle is not unlike that applied in *Re Dods* (1901), 1 O. L. R. 7, and in *Re Clowes*, [1893] 1 Ch. 215. These cases are in one sense the converse of this. The testator there owned land at the date of his will but sold it before his death, taking back a mortgage to secure a portion of the purchase money. It was held that the devisee of the land did not take the mortgage, as it was personalty. *A fortiori*, after-acquired land cannot pass under a gift of personalty. There is therefore