and the owners of the land which it crosses are parties to the award; and, if any wrong was done to them by the engineer, their remedy was by way of appeal from the award.

The true meaning of the statute is, I think, apparent from the judgment of my brother Britton in the case of Chapman v. McEwen (1905), 6 O.W.R. 164. . . .

The action fails and must be dismissed with costs.

LATCHFORD, J. NOVEMBER 19TH, 1914.

RE NELSON.

Will—Construction — Devise and Bequest to Widow—Limitation to "Natural Life"—Application to Devise—Life Estate in Land.

Motion by the executors of the will of William Nelson, deceased, upon originating notice, for an order determining a question arising in the administration of the estate as to the proper construction of the will.

The material portions of the will were as follows: "I give devise and bequeath unto my wife Sarah all my real estate and all the interest or income that may be derived from my personal estate *during her natural life* and if said interest is not sufficient to . . . maintain her then she shall receive annually $100 of the principal sum over and above said interest or income which sums shall be in lieu of her dower. Then after the decease of my wife I give to each of my children . . . the following sums . . . and if any balance after paying said legacies remains the amount shall be divided equally among my surviving children."

The motion was heard by LATCHFORD, J., in the Weekly Court at Toronto.

P. A. Malcolmson, for the applicants.

J. Stanley Beatty, for the executors of the widow.

LATCHFORD, J.:—From the best consideration I have been able to give to the will, I have reached the conclusion that the words "during her natural life" have reference not only to the personal estate of the testator, but also to his real estate; and that, therefore, his widow had merely a life estate in the village lot in Underwood. Costs out of the estate.