

mortgages and judgments that the interest is not paid on are to be foreclosed and closed in earnest; if the real estate will not sell for its worth, it can stand until the executors see a chance to dispose of it to advantage: moneys from the sale to be invested as before mentioned." And by paragraph 4, after providing for certain bequests and legacies, he devises certain of his real estate absolutely to his son Douglas, and a life estate to his wife in the dwelling house, subject to conditions, and then says, "and the residue of the estate or the interest arising from all invested moneys after the debts are paid is to be equally divided among my six daughters . . . for their sole use and benefit, and by them not to be conveyed during their natural lives, the interest only as the principal must be kept invested as before mentioned and used as I have instructed."

There is no other provision in the will giving the executors power to sell or dispose of the real estate.

The words "if the real estate will not sell for its worth it can stand until the executors see a chance to . . . dispose of it to advantage," do not empower and authorize the surviving executor to execute a deed to the vendor so as to give her a good title. The rule as to the construction of wills requires that I should give to the words their full and natural meaning, and that I should endeavour to arrive at the meaning and intention of the testator as expressed. On its face it is apparent that it was not drawn by a person having any knowledge or experience in the drawing of wills, but as it was drawn by the testator one presumes the words used are intended to express his mind and wishes . . .

Paragraph 3, read with the whole context of the will, was not intended to confer or give power to the executors to deal with any other real estate than that on which he held mortgages, for he disposes of his other real estate as provided in the 4th paragraph, and by this paragraph, after certain gifts, legacies, and devises, he gives the residue of his estate to his daughters not to be conveyed during their natural lives. which residue, I think, relates to the residue of his personal estate and not his real estate, for he uses these words:—"The interest only, as the principal must be kept invested as mentioned." Reading the whole of this paragraph, it seems to me he was dealing only with the personal estate. This would leave an intestacy as to the lot in question.

It is also contended that the title of the daughters and all the heirs passed under a deed of release of the 15th February. 1883. I think this is not so. No doubt it was intended that a deed should have been executed by those parties to the vendor's husband in trust for his and her children, but for some reason this was not done, and the only estate the vendor and her children can have is an equitable one.