

out of which the testator's debts, amounting to \$1,143, are to be paid.

M. P. McDonagh, London, for executors and for Ellen Needham.

R. G. Fisher, London, for Margaret Ardel.

F. P. Betts, London, for J. H. Needham, an infant.

LOUNT, J.—The estate is valued at \$27,000. The personal property, household furniture, goods, chattels, and effects, excepting money and securities for money, are of the value of \$1,200. The money amounts to \$5,880, and securities for money are of the value of \$3,050. By clause 1 of the will, provision is made by the testator for the payment of his just debts, funeral and testamentary expenses, by his executors, out of the estate, as soon as convenient after his decease. Other clauses contained devises of his real estate in different parcels to his grandson, John Hamilton Needham, the infant, to Margaret Ardel and Ellen Needham, his daughters. By clause 6 of his will, he gave and bequeathed all his "personal property, household furniture, goods, chattels, and effects to my grandson, John Hamilton Needham, excepting the money and securities for money of which I die possessed," and by clause 7 he directed that "the money and securities for money of which I die possessed be divided" among his daughters and grandson in certain proportions. I think that the debts must be paid out of the money and securities for money bequeathed in clause 7. The money in hand is the proper fund to which resort should be had for the payment of debts, and in this case there is sufficient for the purpose. Clause 7 is a residuary clause, but clause 6 is of a specific legacy, and not to be resorted to for the payment of debts as long as there are sufficient funds for that purpose under clause 7.

Order accordingly. Costs of all parties out of fund mentioned in clause 7.

MEREDITH, J.

MARCH 19TH, 1902.

CHAMBERS.

NESBIT v. GALNA.

Security for Costs—Residence of Plaintiff out of Ontario—Return—Ordinary Residence—Rules 1198 (b), 1199.

An appeal by the plaintiff from an order of the local Master at Sarnia dismissing an application by the plaintiff to set aside a præcipe order for security for costs.

The plaintiff was a British subject, and was always a resident of Ontario until his second marriage in 1896, since when he had been living and working part of the time in