

The property willed and described herein is intended to go to the parties direct."

The case comes within the provisions of sec. 18 of R. S. O. ch. 129, under which, when a charge for debts is created, but the estate is not vested in any trustee or trustees by the terms of the will, a power of sale is given to the executors, and purchasers are (by sec. 19) relieved from the necessity of inquiring as to the due execution of the power. Therefore, the executors can make title to these lands without the concurrence of any of the devisees. The children's rights are given to them only in the residue after payment of the debts, and the later references in the will must be read accordingly.

The will contains various gifts to the widow, including an annuity of \$1,500, payable quarterly, and declares that she is to accept them in lieu of dower. The petition states that after the death of the testator, the widow elected to, and did, accept the provision made for her in lieu of dower, and has since received annually the annuity. I think the purchaser is entitled either to a release from her or to a declaration from her in a form sufficient to estop her as against him from claiming dower, for her receipt of the annuity was only *prima facie* evidence against her, and she might, in spite of it, be let in to claim her dower in case it should appear that she had elected without proper knowledge of the effect of her so doing.

Order declaring accordingly. No costs.

Poussette & McWilliams, Peterborough, solicitors for vendor.

Dennistoun, Peck, & Stevenson, Peterborough, solicitors for purchaser.

LOUNT, J.

FEBRUARY 24TH, 1902.

CHAMBERS.

RE DUNCOMBE.

Life Insurance—Preferred Beneficiary—Will—Bequest of Half of Estate, Including Policies—Construction of—Trust.

Application by executors under Rule 938 for construction of clause 5 of will of Thomas Wallace Duncombe, who died, without issue, on the 2nd October, 1901, leaving him