

In *Jordan v. Adams*, 6 C. B. N. S. 748, John Jordan by his will (paragraph 5), executed in 1825, devised certain real estate in the county of Warwick to his son William Jordan for life, and after his decease to the "heirs male of his body" for their natural lives in succession according to their respective seniorities, "or in such parts and proportions, manner and form, and amongst them, as the said William Jordan, their father, shall by deed or will duly executed and attested, direct, limit, or appoint." It was held by the Court of Common Pleas that "by heirs male of his body," as explained by the context, testator meant sons, and consequently that William Jordan took only an estate for life. In the Exchequer Chamber, 9 C. B. N. S. 483, Cockburn, C. J., and Wightman, J., affirmed the judgment of the Court below, while Martin, B., and Channell, B., held that William Jordan took a life estate. . . .

But in the present case the testator by the 4th clause of the will gives only a life estate to his son William Duncan McRae; and as to the remainder, he simply gives to his son William Duncan McRae a power to appoint amongst his children.

It is, I think, clear that William Duncan McRae takes only life estate in the property devised to him, and the indebtedness to his father is only chargeable against such estate.

All the parties are entitled to costs out of the general estate of the testator—those of the executors to be as between solicitor and client.

RIDDELL, J.

NOVEMBER 1ST, 1907.

TRIAL.

M'CULLOUGH v. HUGHES.

Vendor and Purchaser—Contract for Sale of Land—Offer in Writing—Acceptance—Administrator of Estate—Consent of Official Guardian — Binding Contract — Specific Performance — Perjury.

Action to compel specific performance of a contract for the sale to plaintiff of certain land.

H. Lennox, Barrie, for plaintiff.

C. E. Hewson, K.C., for defendant.