estate in the lands. The mortgage was made to the applicant after the sons had attained the age of 25.

The testator died more than 20 years before this motion was made.

The material paragraphs of his will were as follows:—

3. All my personal estate subject to any provision hereafter made I give to my said wife.

5. To my son Charles Edmund Porter I give the north 50 acres of lot 3 . . . to become his in absolute possession when he reaches the age of 25.

6. To my son David Alexander Porter I give the 50 acres known as the east half of the north half of lot 4 . . . to become his in absolute possession when he reaches the age of 25.

7. To my son Hugh James Porter I give the 50 acres known as the west half of the north half of said lot 4 to become his in actual possession at the age of 25.

8. In case of the death of any of my sons before taking possession I desire that his allotment of land shall be jointly owned by the survivor or surviving son or sons.

11. I desire that my wife notwithstanding anything in clause 7 of this my will contained shall have a life-interest in the 50 acres therein named.

12. I desire that my wife shall continue to reside where we now live and shall receive all rents or profits derived from my said estate, real or personal for the support of herself and my children and their proper education.

The motion was heard in the Weekly Court, Toronto.

A. W. Langmuir, for the applicant.

I. F. Hellmuth, K.C., for Martha Jane Porter.

MEREDITH, C.J.C.P., in a written judgment, said that the single question involved in this motion was whether the testator's widow took under the clause 12 of his will an estate for life in the lands in question.

The learned Chief Justice could not think that such was the intention of the testator or was the effect of his will.

In earlier clauses of the will he gave to his two sons Charles and David the land, absolutely, when they became 25 years of age: meanwhile clause 12 was to have full effect.

It is a plain rule of construction, as well as of common knowledge, that a plain, absolute, gift is not to be cut down unnecessarily by less certain words of bounty: a rule very applicable to this case; and one which well fits in with the general purposes of the testator as expressed in his will.