

then living. 7. I order my executors to sell my undisposed real estate and divide equally amongst my children then living."

G. H. Watson, K.C., for the executors.

D. W. Dumble, K.C., for the pecuniary legatees.

G. Wilkie, for John Sidney Bailey.

TEETZEL, J., held that the term money in clause 6 was intended by the testator to embrace his entire residuary personal property. See *Jarman on Wills*, 5th ed., p. 725; *Am. & Eng. Encyc. of Law*, 1st ed., vol. 15, p. 702.

The personal estate not being sufficient, after payment of debts, to satisfy the pecuniary legacies; the residuary real estate should not be used to supplement the personal estate in satisfying the pecuniary legacies; the testator did not intend that his real and personal estates should be regarded as one mass, but he treated them as two distinct masses. *Greville v. Brown*, 7 H. L. C. 689, distinguished. *Wells v. Row*, 48 L. J. Ch. 476, *James v. Jones*, L. R. 9 Ir. 489, *Gyett v. Williams*, 2 J. & H. 429, *Re Bailey*, 12 Ch. D. 268, and *Totten v. Totten*, 20 O. R. 505, referred to.

The executors were not called upon to pay out of the personal estate, as part of the debts of the deceased, a mortgage of \$900 on the farm devised to John Sidney Bailey, there being nothing in the will to shew an intention of the testator to relieve the devise from the mortgage.

Usual administration order to go unless the parties otherwise agree. Costs of all parties of the executors' application to be paid out of the estate.

MEREDITH, J.

OCTOBER 23RD, 1903.

THORP v. WALKERTON BINDER TWINE CO.

Venue—Change of—County Court Action — Witnesses—Expense.

Appeal by plaintiff from order of Master in Chambers, ante 845, changing the venue from Guelph to Walkerton,