

the keeper of a country village shop, and his possessions consisted of a house and lot where he carried on his business and lived. The capital employed in his business included his stock of goods and what was owing to him by his customers and his household and other effects consisting of furniture, books, horses, harness, carriages and sleighs. Shortly after he made his will he sold his house and lot and business and afterwards repurchased them.

Held, 1. Although the gifts of the household furniture, the stock in trade and the book debts were specific bequests, nevertheless being specific gifts of that which is generic,—of that which may be increased or diminished, the will carried the household furniture, the stock in trade and the book debts as they existed at the time of the testator's death; and the use of the word "now" did not limit the gift to them as they existed as the date of his will. This was confirmed by the words of general bequest at the commencement, as also by certain other features of the will.

2. In the gift of the "stock and trade" the money of the testator on deposit in the bank and cash in hand and a quantity of cordwood for use in the shop and dwelling house, two horses, harness and vehicles were embraced in the gift.

3. A number of books belonging to the testator passed as part of the household furniture.

W. T. Allan, for administratrix. *Birnie*, K.C., for F. Holden. *Bruce* for W. J. Holden.

Boyd, C.]

IN RE DENNIS.

[Jan. 10.

Will—Construction—Devise—Vested estate, subject to be divested—Rents—Expenditure for improvements.

Testator devised a farm to his grandson "when he arrived at twenty-one years of age, the said farm to be kept in repair by my executors, . . . to expend at least \$50 each year in improvements," with a devise over in case of death "before receiving the share," and a residuary devise to a son and daughter.

Held, that the land vested in the grandson by the will, subject to be divested should he die before attaining twenty-one, and he was entitled to the benefit of the surplus of rents over and above what should be properly expended for repairs, which was to be not less than \$50 each year, but more if necessity should, in the opinion of the executors, arise.

T. Brown, for executors. *G. G. Duncan*, for residuary devisees. *Harcourt*, for infant.