

plaintiff's wife left her husband's home on this account, she plainly acted without reasonable cause. As well might she assume to leave her husband because some other woman made uncomplimentary remarks about his personal appearance. See Mayne on Damages, 6th ed., pp. 47, 48, 63.

BRITTON, J.—The motion should be dismissed solely upon the ground that the special damage claimed, and which plaintiff was prepared to prove at the trial, namely, that plaintiff's wife left him, and that Olive Batson ceased to board with him, on account of the words complained of, are too remote. It cannot be said that such words, falsely spoken by friend or foe, are likely to cause, as a natural or reasonable result, the separation husband and wife or the loss of a boarder. *Lynch v. Knight*, 9 H. L. C. 600, discussed. The consequences alleged could not fairly and reasonably have been anticipated or even feared. As the point upon which the defendant now succeeds was not taken at the trial, or in the statement of defence, there should be no costs of this motion.

Motion dismissed with costs.

MEREDITH, J.

JANUARY 20TH, 1903.

WEEKLY COURT.

RE DOUGHTY AND JOHNSON.

Will—Construction—Devise to Widow—Estate during Widowhood—Estate in Fee—Residuary Devise.

Motion under the Vendors and Purchasers Act by the vendor for an order declaring that she has a good title under the will of William Henry Johnson to lands in the county of Hastings. The vendor is the widow of the testator. At the time of his death he was possessed of the south-west quarter of lot 12, but by his will he devised (by mistake, as alleged) to the vendor the south-east quarter of lot 12. He devised other lands to his sons, and one parcel to the vendor during widowhood, and devised and bequeathed all the residue of his estate to the vendor.

F. E. O'Flynn, Belleville, for the vendor.
No one appeared for the purchaser.

MEREDITH, J.—Under the earliest clause of the will the widow took probably only an estate *durante viduitate* in the lands therein described, though it may perhaps be open to contention that the restriction contained in the words "so long as she remains my widow" does not apply to the gifts of the lands. But, however that may be, under the residuary clause of the will, together with the first clause, the widow took all the estate and interest of the testator, at the time of his death, in the lands in question. If, under the first clause,