

the decision of the Minister of Public Works is to be invoked. The present dispute is not of that character.

In my view of the case I can see nothing justifying the course pursued by the defendants of charging the \$1,431.75 against the plaintiffs, and to the extent that such charge or payment has been made there will be a recharge or repayment to or in favour of plaintiffs. Judgment will go accordingly with costs.

HON. SIR JOHN BOYD, C.

DECEMBER 23RD, 1913.

RE BECKINGHAM.

5 O. W. N. 607.

Will—Construction — Specific Devise—Subsequent Agreement for Sale—Conversion—Ademption — Non-Payment under Agreement — Discretion of Executors — Ascertainment of Next of Kin—Reference.

BOYD, C., *held*, that where land specifically devised is afterwards sold by the testator under an agreement for sale, the devisee takes no interest even though default should be subsequently made by the purchaser.

Farrar v. Winterton, 5 Beav. 1, and

Re Dods, 1 O. L. R. 7, followed.

See *Re Mackenzie Estate*, 24 O. W. R. 678, for converse of above case.—[Ed.]

Motion by William Rogers for an order determining questions arising upon the will of Edwin Beckingham, deceased.

W. J. Code, for the applicant.

G. F. Henderson, K.C., for certain beneficiaries.

J. A. Hutcheson, K.C., for the executors.

HON. SIR JOHN BOYD, C.:—The testator's will is dated the 5th October, 1910, and he died on the 22nd of that month. He directs debts and funeral and testamentary expenses to be paid by his executors, and directs them to erect a headstone over his grave; he also gives a few hundred dollars in pecuniary legacies and directs some chattels to be distributed, but makes no other disposition of his personalty—as to which, therefore, he dies intestate (*i.e.*, as to the surplus which remains after answering these demands).