any rate, the municipality were estopped by their conveyance from setting that up: that an applicant affected by such by law is not bound to wait until the road is actually closed before coming to Court. *In re Laplante and The Corporation of the Town of Peterborough*, 634.

See MASTER AND SERVANT.

WILL.

1. *Construction — Executory devise — Legacy.*]—J C., by his will, directed his trustees to divide his real estate equally between his sons then living, when his eldest son should attain the age of twenty-five years, when the share coming to his eldest son was to be conveyed to him, and they were to give him $2000 to stock the same. In case any of his sons should die, before attaining the age of twenty-five years, without issue, then the share of the party so dying should be divided equally among the survivors. J. J. C., the eldest son, died under the age of twenty-five, leaving a widow and infant daughter, having made a will making no devise of real estate, but giving his wife his life insurance, then standing in favour of a Loan Company, and directed that so much of his $2000 as was necessary be used to redeem the insurance from the company, and the balance he gave to his wife.

Held, that the devise to the eldest son was a devise in fee simple, subject to an executory limitation over on his dying under twenty-five and without issue, and as issue was left, the infant was entitled to the land as her father's heiress-at-law, subject to her mother's dower.

Held, also, that the $2000 was an absolute bequest, with a direction as to its application, and that the legatee was entitled to the money regardless of the particular mode of its application. *Cook* v. *Noble*, 43.

2. *Will — Construction — Devisee of land not owned by the testator — Evidence of intention — Extrinsic evidence.*]—Where a testator devised lot 14, con. 10, in the township of A. to his two nephews, and, after certain pecuniary bequests, directed as follows: "The balance of my estate that may remain, after paying the above bequests, to be paid to my relatives as my executors may think advisable;" and the evidence shewed that the testator did not and never had owned that lot; but that he did own lot 21, con. 10, in the township A., which was not specifically devised by the will:

Held, that evidence of the testator's intention to devise lot 21, in con. 10, to his nephews was inadmissible.

Held, further, that the Court would not authorize the executors to convey lot 24, in con. 10, to the nephews under the residuary clause in the will. *Summers et al.* v. *Summers et al.*, 110.

3. *Vesting — Void condition — Parent and child — Restraint on a devisee residing with his father — Infant.*]—A testator left all his estate to his executors "in trust for the benefit of G. H. till he arrives at the full age of twenty-one, at which time I direct my said executors to give to G. H. all the said property," subject to the condition that "should the said G. H. at any time before coming of age go to live with his father, W. H., he is to be disinherited of the whole or any portion of my estate; and the said estate so forfeited is to be then given to