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as hereinafter provided, for the use and behoof of my daughter E. M. C., so long as she may desire that the same should remain unsold, and should she desire the same to be sold, then to hold the proceeds of the same upon the same trusts and for the same purposes as hereinafter set directed, with regard to the sum of \$10,000 hereinafter directed to be apart." He then directed his trustees to set apart the sum of \$40,000 to be held by them upon certain trusts, and also a certain further sum to provide an annuity of \$1,200 for his wife, and provided that after the said two funds should have been set apart, the residuary estate should be divided among his nephews and nieces; and lastly, he gave to his trustees "full and absolute power to sell and dispose of all his lands ('Walkerfield,' if sold in my daughter's lifetime, to be sold with her consent only), at such time or times, and in such manner as to them may seem best."

The will was made on September 16th, 1879; and J. C. died December 18th, 1885. After making the will, on June 27th, 1883, J. C. purchased five acres, and on September 21st, 1883, another five acres, forming a block of ten acres, of which one corner nearly coincided with one extremity of a diagonal of 'Walkerfield.' On November 22nd, 1884, he sold a piece of about three and one-third acres of 'Walkerfield.'

In his lifetime J. C. entered into a contract in writing for the erection of a dwelling-house on 'Walkerfield,'

which was not completed at his death, and since his death the executor had paid to the contractor and architects certain sums in respect to it.

Held, affirming the decision of PROUDFOOT, J., that the ten acres subsequently purchased passed under the devise of 'Walkerfield.'

Per BOYD, C.—The word "now," in the devise of 'Walkerfield,' which I now reside upon, should not be allowed to control the other parts of the will, and is not sufficient to oust the effect of the statute by virtue of which the will is to speak from the death.

Held, per PROUDFOOT, J., that the daughter E. M. C. was tenant for life of 'Wakefield,' and after the death the children took the proceeds of sale as she might appoint, and in default of appointment equally, and in default of children, the residuary legatees took.

Held, also, per PROUDFOOT, J., that the funds to build the house must come out of the residue. *Halton et al. v. Bertram et al.*, 766.

WITNESSES AND EVIDENCE.

Defendant compellable to give evidence, though criminatory. — See CANADA TEMPERANCE ACT, 1878, 6.

WORDS (MEANING OF.)

"By reason of the Railway." — See RAILWAYS AND RAILWAY COS.