be rejected as falsa demonstratio; and the portions of the north and south halves owned by the testator should be held to pass to the two sons.

The fact of there being a residuary clause in the will could not be considered as altering the effect of this construction, as is sometimes the case.

Reference was made to Re Fletcher (1914), 31 O.L.R. 633, and to a number of other cases, most of which are cited in the report of that case.

The legacy of $60 a year to be paid by each son to the widow not being limited to any particular fund, and the bequests to the widow being followed by the general clause making them in lieu of dower, and as dower would otherwise be out of all of the land, the $60 a year is a charge on each of the parcels devised to Freeman and William.

Costs of all parties out of the estate.

GREEN FUEL ECONOMISER CO. v. CITY OF TORONTO—MIDDLETON, J.—JUNE 21.

Bailment—Destruction of Property by Bailee—Damages.]—In 1896, the plaintiff company sold a fuel economiser to the defendant corporation. Some dispute arose upon this contract and the plaintiff company's compliance with its requirements. Litigation resulted, ending in a judgment of the 17th February, 1902, subsequently modified in one respect by agreement. Under this judgment as modified, the plaintiff company was called upon to install at the defendant corporation's pumping-station, where the economiser plant had been erected, a fan plant and equipment for the purpose of increasing the chimney draft. A test of the efficiency of the economiser was then to be made, and if, as the result, a saving of 7 per cent. or more resulted, a price was to be paid varying according to the degree of efficiency shewn. If, as the result of the test, a saving of less than 7 per cent. should be shewn, the plaintiff company was to remove the economiser at its own expense, and the defendant corporation was to repay the cost of installing the fan equipment. The test was made, and it was found that the economy resulting from the installation was only a little over 5 per cent. It thereupon became the duty of the plaintiff company to remove its equipment, and it had the right to receive the cost of the fan arrangement. Nothing was done with reference to either of these matters, and the whole equipment was suffered to remain in the waterworks plant until November, 1914, when—the whole station being in