

"I . . . . have elected and do hereby elect to take the value of my dower in said lands, to be computed upon the principles applicable to life annuities, in lieu of and instead of any other interest I may have in my husband's undisposed of real estate."

She was ill when she made this declaration, and she died on the 8th April, 1901, without fully administering the estate of her husband, and leaving this money in Court. Letters of administration to her estate have been granted to Edgar Burch, and letters *de bonis non* of the estate of William I. Pettit have been taken out by John Stickney. The Trusts and Guarantee Company have letters of guardianship to the infant Charles Harold Pettit.

The question for my determination is, whether the widow, Rebecca Ellen Pettit, was in her lifetime entitled to any part of the proceeds of this land, and, if so, whether a distributive share or the value of her dower.

At the time of the sale of the land and the conveyance of it, and all along after, it was recognized that the widow was entitled to dower in this land, unless she should elect to take a distributive share of the proceeds, under sub-sec. 2, sec. 4, ch. 127, R. S. O. 1897. She did not so elect. The document she signed was not such a "deed or instrument in writing" as is contemplated by that section. On the contrary, instead of electing to take her interest under that section, in her husband's undisposed of real estate, in lieu of all claims to dower, she said she would take the value of her "dower in said lands, to be computed upon the principles applicable to life annuities, in lieu of and instead of any other interest," &c.

The solicitor, in drawing up this instrument for Mrs. Pettit to sign, evidently had in mind ch. 168, sec. 9, R. S. O. 1897, and also, perhaps, sec. 11, sub-sec. 4, of the Act respecting the Devolution of Estates. I think it was the widow's intention—acting upon advice—that she should get, and she was satisfied with it, a gross sum in lieu of dower or in settlement of her dower. She signed the deed with the understanding that she was entitled to, at least, some amount in lieu of dower; that the money was paid into the bank to protect her, as well as the estate; and there is no reason why she should not be entitled to it. She was 46 years of age when the land was sold—and her dower interest, calculated according to the tables, Appendix G., Scribner on Dower, 2nd ed., would be \$656.40.

It makes no difference that Mrs. Pettit died soon after this land was sold and the money paid into Court.

The amount must be determined according to tables based on expectancy. It is her expectancy which is to be