sufficient to pay the $400 for life. The widow is now only 68 years old. She may live quite long enough to exhaust, at the rate of $400 a year, all that the residence would realise, so that before death she would have neither residence nor yearly allowance. That was not within the contemplation of the testator. I am of the opinion that the words "my estate," in the clause providing for his wife, mean the estate of the testator not otherwise devised or dealt with by his will.

The general words "remainder of my estate both real and personal" cannot be held to include the farm devised to John Alexander, nor can it include the money legacies paid to Annie Hill and Agnes Erskine. The words are general words, and would include, of course, other property of the testator, if any, obtained by him subsequent to the making of the will, or owned by him at time of his death.

The last clause of the will, simply empowering the executors to sell, is the general one, and in this case neither adds to nor detracts from the will—nor does it assist in the interpretation of the will.

My answer to the first question is, that the annuity is payable only out of that part of the estate which the executors had in hand, exclusive of the residence and farm.

My answer to the second question is, "No."

The third question is covered by my answers to the first and second.

As the executors will continue to act and deal with the estate after the death of the widow, it will be no hardship to them to make their costs payable out of the estate. No costs to the other parties.

KELLY, J. JANUARY 28TH, 1913.

GRAYDON v. GORRIE.

Vendor and Purchaser—Contract for Sale of Land—Mortgage to be Given for Part of Purchase-money—Term of Mortgage—Dispute as to—Alteration of Agreement after Signature—Waiver of Objection—Specific Performance.

Action for specific performance of an agreement for the sale of land by the defendant to the plaintiff.

W. Proudfoot, K.C., for the plaintiff.
J. A. Rowland, for the defendant.