left a balance to their credit at the close of business on the 15th of $1,611.55, on the 16th of $1,355, and on the 17th of $84. On the 15th the Bank notified the defendants, who resided in Montreal, that the note, describing it, would fall due on December 19, 1900, which notification the defendant received on the following day. Instead of replying to the Bank, however, the defendants kept up a correspondence with the forger urging him to settle the matter. On December 4th the plaintiffs again wrote to the defendants about the note and when it would fall due. It was not until December 10th that the defendants wrote to the plaintiffs stating that the note was not their note.

Held, that the defendants should have answered a business communication like that of the bank's of August 15th according to the dictates of common sense and fair dealing, and that their silence being coupled with resulting damage created an estoppel againt them.

Held, also, that the plaintiffs' recovery should not be restricted to $1,355, or any lesser sum which was actually paid out after the time when the plaintiffs should have had notice from the defendants of the forgery, but they were entitled to recover the full amount of the note. The estoppel went to the extent that the defendants must be taken to be the makers of the note which the plaintiffs had bought and paid full value for, and there was no reason for saying that their liability was to be severed.

H. S. Osler, K.C., and *Britton Osler*, for defendants (appellants). *Shepley*, K.C., and *Kellcher*, for plaintiffs (respondents).

HIGH COURT OF JUSTICE.

Osler, J.A.] IN RE WAY [Dec. 5, 1903

Will—Construction—Residuary bequest—Personal effects—Mortgage—Debts and expenses of administration—Ratable charge in real and personal estate.

A will was in part as follows; "My will is first that all my just and awful debts, and funeral expenses be paid by my executors . . . and the residue of my estate real and personal which may not be required for the payment of my said just debts and funeral expenses and the expenses attending the execution of this my will and the administration of my estate I give devise and bequeath as follows: I give devise and bequeath absolutely to my loved wife . . all my furniture, books, plate and other personal effects and so long as she remains my widow but no longer I give devise and bequeath to my said wife all my real property of which I may die possessed for her sole use and benefit so long as she may live"—and then to his children. The estate consisted of household furniture and chattels, a policy of life insurance, two parcels of real estate, and a mortgage on real estate.