tion of the power of appointment; nor even as such a defective execution as equity would aid, at any rate at the suit of the plaintiff, who, as an illegitimate child of the testator, was only a stranger.

Decision of ROSE, J., affirmed. *Shore* v. *Shore*, 54.

2. *Mistake—Construction—Direction to divide in impossible fractions—Principle of construction in such cases.*]—A testator by his will directed: "When my youngest son is of the age of eighteen years, my estate shall be divided among my children then living, *i. e.*, to each of my sons I leave two-thirds, and to each of my daughters one-third, of all my estate and effects." When the youngest son attained eighteen, there were then twelve children living, seven daughters and five sons:—

Held, that the most reasonable and satisfactory construction of this clause, having regard to the words used, was that each child should have a share, but that each son's portion should be double that of a daughter.

The principle of construction in such cases of mistakes in wills is, that the "words are not corrected, but the intention, when clearly ascertained, is carried out notwithstanding the apparent difficulty caused by the particular words." *Lasby* v. *Crewson*, 93.

3. *Construction — Executory devise—Death of devisee before contingency happens.*]—A testator devised his farm to his wife "to have and to hold unto my said wife until my daughter E. E. shall arrive at the age of twenty-one years. After that to my said daughter and her heirs forever, and should my said daughter die before attaining the age of twenty-one years, I give and devise the said farm to my said wife, to have and to hold unto her and her heirs forever." The widow died intestate before the daughter, who was the only child, and who herself died intestate and unmarried before attaining twenty-one:—

Held, that the widow, under the second gift to her, took an executory devise in fee, which passed upon her death to the daughter, upon whose death it passed to her proper representatives. *Re Bowey, Bowey* v. *Ardill*, 361.

4. *Devise—Products and services charged on land — Tender of and refusal to accept—Compensation.*]—A testator by his will devised his farm to his grandson charged with the supply of certain products and personal services in favour of a daughter and granddaughter.

On a disagreement between the parties a tender of the products and services was made and refused, and an action was brought to have them declared a charge on the land and for a money compensation:—

Held, that the refusal of the products did not deprive the plaintiffs of the right to recover their value but that they were not entitled to compensation for the personal services proffered and refused. *Murray et al.* v. *Black et al.*, 372.

5. *Devise—Estate tail—Remainder expectant thereon—Barring of estate tail—R. S. O. ch. 103, sec. 3.*]—A testator by his will devised to his son and "to the heirs of his body" a part of his real estate, and to his daughter and "to the heirs of her body" the remainder of her property, and if "either * * should die without leaving heirs of their body," the share of the deceased to the survivor, and "to the heirs