

deceased, and beneficiaries under his will, from the report of the Local Master at Chatham upon a reference for the administration of the estate of the deceased.

The ground of appeal was that the Master had improperly found that the plaintiff, the widow of the deceased, was entitled to dower in the lands of the deceased as well as to an annuity of \$50 given her by the will.

The will was made on the 29th May, 1906, and the material parts were as follows:

"I give devise and bequeath all my real and personal estate . . . in the manner following that is to say:

"I own the west half of lot 57 . . . comprising 100 acres more or less, and one acre off the north-west corner of lot 56. . . . I value the 101 acres at \$5,000, and will the same to my family as follows: to Emma Roberts, my daughter, and my sons Walter, George, James and Angus, five of my children, are each to receive . . . \$500; to my son Sylvester, . . . \$300, and my son Peter . . . \$70. To my wife . . . I leave her \$1,000 in cash or its equivalent in real estate. To my five sons Sylvester, Walter, George, James, and Angus whatever residue is remaining after the above allotments are paid I will that it shall be divided pro rata share and share alike among my said five sons. The chattels I request shall be divided as follows: . . . The amount willed to my wife in the event of her becoming married again she is to pay back \$600 of the money so willed to her to my executors and by them to be equally divided between Sylvester, Walter, James, and Angus. All the furniture in our residence is to belong to my wife."

A codicil made on the 20th August, 1906, was as follows:

"In the body of this my will I give my wife \$1,000. Since then I have purchased a house and lot in Thamesville, and the deed is made to my wife in fee simple. This is made in lieu of the \$1,000 willed to her and cited therein. Hence that sum is cancelled and not to be paid. My wife is to receive a sum of \$50 annually from my estate as long as she remains my widow, but ceases on her becoming again married. All the residue of my estate not hereinbefore disposed of I give devise and bequeath unto my surviving sons and daughters."

J. M. Ferguson, for the appellants contended that the plaintiff could not have both dower and the annuity.

E. D. Armour, K.C., for the plaintiff and the executor.

MIDDLETON, J.:—I cannot find in the will any intention expressed by the testator "so to dispose of the estate that the claim for dower would be inconsistent with that disposition."