

ready quoted, ending with "support and maintenance;" and that all subsequent words were introduced for the purpose of making clear what he was not doing, namely, that he was not further or otherwise altering the will. The change is to give his widow a mere power of encroachment upon capital, as in *Re Davey*, 17 O. W. R. 1034. Here absolute estates clearly expressed and defined were conferred upon the testator's son Luke and others by the will itself.

Such estates cannot be cut out or cut down by subsequent clauses or words of equivocal meaning either in codicils or in the will itself. *Re Jones, Richards v. Jones*, [1898] 1 Ch. 438.

I am clearly of opinion that the estates or shares of the various beneficiaries vest as and when they would have vested if the third codicil had not been added.

Costs out of the estate.

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HON. MR. JUSTICE LENNOX, IN CHAMBERS.

OCTOBER 31ST, 1913.

BIANCO v. McMILLAN.

5 O. W. N. 196.

*Costs—Security for—Default in Giving—Dismissal of Action—Reinstatement—Discretion—Terms.*

LENNOX, J., ordered that an action dismissed for want of compliance with an order for security for costs be reinstated upon security being given and the costs of the order and the present motion being paid.

Motion by the plaintiff by way of appeal from or to set aside an order of Geo. M. Lee, one of the Registrars dismissing the action for the plaintiff's default in giving security for costs.

J. J. Gray, for plaintiff,

A. G. Ross, for defendant.

HON. MR. JUSTICE LENNOX:—I can see no ground for the plaintiff's application, treated as an appeal from the order of the Master-in-Chambers. The order dismissing the action was properly made.