

MIDDLETON, J.

NOVEMBER 10TH, 1916.

RE WILLIAMSON.

Will—Construction—Payment of Debts—Appointment of Trust Fund—Benefit of Widow—Dower—Election—Direction to Sell and Realise—Blended Fund—Rights of Creditors—Priorities.

Motion by the executors of the will of Edmund Schofield Williamson, who died on the 30th October, 1915, for an order determining questions arising upon the construction of the will.

The testator owned land in Brampton and certain chattel property. By his father's will property was left to a trust company upon trust to realise and divide into seven separate trust funds, one of which was to be held for him (Edmund) and the remaining funds for the father's other children; and it was provided that upon the death of any of such children the trustees should deliver to such person or persons as the child should appoint by will the corpus of the fund allotted to such child; in the event of a child dying intestate or without having made any appointment, there was a gift of the fund for the benefit of the children of that child.

By Edmund's will he directed that his fund should be paid over to his executors and trustees; and, after certain specific bequests, that all the residue of his estate, including any property subject to his appointment, and his interest in his father's estate, should be held by his executors and trustees upon trust, first to sell his Brampton lands and out of the proceeds to pay his debts; and, in case of a shortage for this purpose, that the unpaid balance of his debts should be paid out of his father's estate, if possible out of the principal, otherwise out of the income, but in such a way that his wife should not be deprived of any of her income "as hereinafter provided," that is, after payment of debts, to invest all that is left, including the interest of his father's estate, to pay his wife during her lifetime \$150 monthly.

The Brampton land was sold by the executors; the balance of the proceeds, after clearing off a mortgage, was not enough to pay the debts; and that balance was held subject to the determination of the questions raised. The sale was effected under the terms of an order providing that the sale should not prejudice the wife's claim for dower.