so long as she does not marry again," that any rights of the daughter lapsed with the death of the mother. *Re Fairchild* (1913), 25 O. W. R. 897; 6 O. W. N. 35.

Provision for widow — *Claim of dower by—Presumption against — Election—Annuity to widow—Lien on whole estate for—Right to resort to corpus for arrears—Gift to infant beneficiary — Discretion of executors as to income.*]—Britton, J., *held*, that where there is such reasonable provision made by a testator for his widow as warrants a strong inference that such provision was intended to be in lieu of dower, the widow is put to her election.—*Re Hurst*, 11 O. L. R. 6, distinguished. *Re John Ouderkirk* (1913), 25 O. W. R. 185; 5 O. W. N. 191.

Residuary bequest to nephews and nieces—*Supplying word to render language of will intelligible—Proof of contents of will—Probate copy certified by Surrogate Court—Conclusiveness — Original will produced to aid interpretation.*]—Kelly, J., *held*, 24 O. W. R. 665; 4 O. W. N. 1360, that a gift by a testator to a legatee of "all my cash in bank" passed certain moneys on deposit in the Canada Permanent Mortgage Corporation as well as other moneys in deposit in two chartered banks.—That a gift to the three nieces and five nephews of B. S. C., the brother of the testator, where B. S. C. had three daughters and five sons and several nephews and nieces (but not eight precisely) was a gift to the latter class and not to the children of B. S. C., the wrongful enumeration being disregarded. — *Re Stephenson, Donaldson* v. *Bamber*, [1897] 1 Ch. 75, followed. — Sup. Ct. Ont. (1st App. Div.) supplied the word "children" in the following clause in testator's will. "my three nieces and five nephews, children of Barry S. Cooper," and held that these eight took to the exclusion of the other nieces and nephews of testator.—Judgment of Kelly, J., reversed. *Re Cooper* (1913), 25 O. W. R. 112; 5 O. W. N. 151.

Specific devise—*Subsequent agreement for sale—Conversion—Ademption —Non-payment under agreement—Discretion of executors — Ascertainment of next of kin—Reference.*] — Boyd, C., *held*, that where land specifically devised is afterwards sold by the testator under an agreement for sale, the devisee takes no interest even though default should be subsequently made by the purchaser. —*Farrar* v. *Winterton*, 5 Beav. 1, and *Re Dods*, 1 O. L. R. 7, followed.—See *Re Mackenzie Estate*, 24 O. W. R. 678, for converse of above case.—[Ed.] *Re Beckingham* (1913), 25 O. W. R. 564; 5 O. W. N. 607.

Vendor and purchaser application—*Gift to executors—Power to use corpus—Balance if any to go to nephew —Fee simple not devised—Implied power of sale—Form of deed.*] — Lennox, J., *held*, that where property was devised by a testatrix to two of her brothers, to be "left entirely in their hands," they to be permitted to "use the corpus for their own benefit, and the balance if any which is left" to go to her nephews, the two brothers did not take an absolute estate in fee in the property but could sell the same as executors, the above words conferring an implied power of sale. *Re Mair & Gough* (1913), 25 O. W. R. 217; 5 O. W. N. 277.