

&c." A direction was also given, that in case of any of the daughters dying, their funeral expenses were to be paid out of their legacies, and in case of sickness their physician's bill to be paid from the same source.

Held, on an appeal from a Master, that these provisions and all others of a like kind in the will, had reference at most to the mode and time of payment of the legacies, and not to the substance of the gift, and that as the testator had not clearly and with certainty expressed the intention that the legacies should not vest until the times for payment, the legacies were given in the ordinary way to vest upon the testator. *Re Stevens, Stevens v. Stevens*, 707.

Validity of.]—See SURREGATE COURTS.

WINDING-UP ACTS.

See—CONSTITUTIONAL LAW.

WITNESS.

Calling magistrate as.]—See CAN-
ADA TEMPERANCE ACT, 1878, 1.

WORDS, CONSTRUCTION OF.

"Insolvent circumstances."]—See
BANKRUPTCY AND INSOLVENCY, 2, 3.

"Unable to pay debts in full."]—
See BANKRUPTCY AND INSOLVENCY, 3.

"Danger of navigation excepted."]—
See BILL OF LADING.

"Without reasonable doubt."]—See
EVIDENCE.

"Authenticated."]—See EXTRADI-
TION.

"Attested."]—See EXTRADITION.

"Unjust and unreasonable."]—See
INSURANCE, 4.

"General words."]—See DEED.

"One month."]—See MORTGAGE, 3.

"Share and share alike."]—See
WILL, 3.

"Survivors and Survivor."]—See
WILL, 3.

WORK AND LABOUR.

Building contract—Termination of before completion of work—Evidence of—Right to recover amount due.]—
The plaintiffs were employed by defendant to do the masonry work on a building. During the course of the work defendant refused to pay the full amount then due according to the terms of the contract, and caused plaintiffs delay in not having the joists ready at the proper time for plaintiff's use; and, when asked for more money, told plaintiffs to go on with their work, or, if they would not go on, to leave the building. The plaintiffs thereupon left the work.

Held, that the defendant having left it optional with the plaintiffs to proceed or abandon the work, and they having elected to abandon it, were justified in considering the contract at an end, and were entitled to recover the amount then due them. *Clayton et al. v. McConnell*, 608.

WORKMEN'S COMPENSATION ACT.

See MASTER AND SERVANT, 2.