in any case. Cozens-Hardy, M.R., expresses the opinion that even if the agreement were enforceable against an adult, it would not have been binding on the defendant owing to his infancy at the time the agreement was entered into.

WILL—CONSTRUCTION—SPECIFIC DEVISE—"HOUSE AND EFFECTS KNOWN AS CROSS VILLA"—ALTERATIONS OF PREMISES DEVISED, AFTER EXECUTION OF WILL—WILLS ACT, 1837 (1 VICT. C. 26) S. 24—(R.S.O. C. 128, S. 26(1))—CONTRARY INTENTION.

In re Evans, Evans v. *Powell* (1909) 1 Ch. 784. In this case the clause of the Wills Act which provides that a will is to speak from the testator's death unless a contrary intention appears in the will itself, was invoked. By his will made in 1901 the testator specifically devised to his daughter his "house and effects known as Cross Villa situated in Templeton." At the time of the will there was one house upon the premises known as Cross Villa, subsequently in 1906 the testator, upon part of the ground which he separated from the rest by a hedge, erected two other houses which he named Ashgrove Villas. He died in 1908. It was contended under the section above referred to that the will must be construed to apply to Cross Villa as it existed at the death of the testator and not at the date of the will, but Joyce, J., quotes with approval the dictum of Lindly, L.J., *In re Portal & Lamb*, 30 Ch.D. 65. "This section does not say that we are to construe whatever a man says in his will, as if it were made on the day of his death," and in construing a will he considers it is necessary to take into consideration the condition of things in reference to which it was made, and being clearly of the opinion that at the date of the will the whole of the premises was intended to be devised, he held that the subsequent alteration and additions in the way of buildings made no difference and that the whole of the property passed to the devisee.

WILL—MORTGAGE DEBT ON WHITEACRE CHARGED ON BLACKACRE—INSUFFICIENCY OF BLACKACRE—REAL ESTATE CHARGES ACT (17-18 VICT. C. 113) S. 1—(R.S.O. C. 128, S. 371)—GENERAL ESTATE.

In re Birch, Hunt v. *Thorn* (1909) 1 Ch. 787. Eady, J., held that where a testator by his will directs that a mortgage debt on Whiteacre shall be paid out of Blackacre which proves insufficient, that does not give the devisee of Whiteacre any right to have the residue of the mortgage debt paid out of the general