est of kin;" and the daughter died while still an infant and unmarried :—

Held, that although the persons intended by the description took only in defeasance of the fee simple given to the daughter alone in the first instance, she was nevertheless entitled as one of the "nearest of kin;" and the widow, as heiress-at-law of the daughter, and the father and mother of the testator, were each entitled to an undivided one-third in fee simple as tenants in common :—

Bullock v. *Downes*, 9 H. L. C. 1; *Mortimore* v. *Mortimore*, 4 App. Cas. 448; and *Re Ford, Patten* v. *Sparks*, 72 L. T. N. S. 5, followed :—

The word "then," introducing the ultimate devise, was not used as an adverb of time, but merely as the equivalent of the expression "in that case," which followed it, and did not affect the construction of the will.

The widow remained in possession after the death of the testator, with her infant daughter, whom she supported out of the rents, until an order was made under R. S. O. ch. 137 permitting her to lease the farm, to retain one-third of the rents for herself as dowress, and to apply the remaining two-thirds in supporting the infant :—

Held, that she was put to her election by the terms of the will, but that she had not elected to take under it, and was therefore entitled to dower out of the farm in addition to the one-third in fee simple. *Brabant* v. *Lalonde et al.*, 379.

6. *Executory Devise—Happening of Event—Vested Estate.*]—A testator devised a farm to his executors in trust for his grandson, with power to sell and apply the proceeds for his benefit: and in case he died before attaining twenty-one they were to transfer the land or, if sold, the balance of the proceeds to his father. The father died before his son, who died before attaining twenty-one, without issue. The land was not sold :—

Held, that the grandson took a vested estate in fee simple, subject to be divested on the happening of a certain event, which had become impossible, and that his estate had become absolute. *Parkes* v. *The Trusts Corporation of Ontario et al.*, 494.

7. *Executory Devise—Residuary Devise—Effect of—Vendor and Purchaser.*]—A testator devised certain land to his son W. during his lifetime; and in the event of his death, leaving his wife surviving him, he devised the rents, issues and profits to her during her lifetime or widowhood; but in the event of both dying within thirty years from his death, in such case he devised the rents and profits thereof, until the expiration of such thirty years, to W.'s children equally, share and share alike; and after W.'s death, and after the death or remarriage of his said wife, and provided that the thirty years should have elapsed, to all of W.'s children by his said wife, share and share alike, to have and to hold the same after the specified periods to them, their heirs and assigns forever. By the last clause of the will, the testator gave all the residue of his estate, real, personal and mixed, of whatever nature or kind soever, and not otherwise disposed of by his will, to W., to have and to hold the same to him, his heirs and assigns forever.

The testator died on the 9th of January, 1876; W. and his wife both survived testator and enjoyed their life estates, and died leaving children still surviving :—