The mortgage was on a printed statutory form, the proviso was for payment of the $800, the printed words "with interest," being struck out; but the mortgagor covenanted to "pay the mortgage money and interest and observe the above proviso;" and there were the usual provisos as to distress for arrears of interest, principal becoming due on non-payment of interest, &c.

Held, that no interest was payable until after default in the payment of each instalment of principal as it became due. *McDermott et al.* v. *Keenan et al.*, 687.

7. —*Devise—Next of kin—Period of distribution—Construction—Executor.*]—J. C. died, leaving a wife, and E. C., a daughter. By his will, after giving all his property to his executors to pay the whole income to his wife for life or during widowhood, and after her death or second marriage, to pay the said income to his daughter, E. C., yearly, if she had attained the age of 21, for her life * * , he provided as follows: "And I hereby empower her, my said daughter, if she come into possession of the said income, and have lawful issue, to make a will bequeathing my said property absolutely to any or all of her said children, then the said property to fall to my next of kin who may be living on this continent;" and further provided, "In case * * then notwithstanding anything heretofore provided, I will and direct that neither she (Ellen), nor any of her children, shall receive any portion of my property; and in such case my whole property shall be given to my said wife absolutely, or if my said wife at that time be dead, then the property to go to my nearest of kin above provided." The wife died and the daughter, E. C., attained 21, came into possession of the income and died unmarried without issue, having made a will appointing the plaintiff her executor. In an action by the plaintiff, M., as executor of the daughter, E. C., against W. C. and F. McQ., as executors of the testator, J. C., for the property, which the defendants resisted on the ground that the next of kin of the testator, other than E. C. were entitled to it. It was

Held, that the "next of kin" must be ascertained at the death of the testator, J. C., and not at the death of his daughter, E. C., and as E. C. was sole next of kin, and being tenant for life, she had also a remainder in fee expectant on her own death, and contingent upon her dying without issue, and that this was such an interest as would pass by her will, and the plaintff, as her executor, was entitled to the property. *Mays* v. *Carroll et al.*, 699.

8. *Legacies—Time for vesting.*]—S. by his will gave four legacies to his daughters in four different clauses each worded as follows: "I bequeath to my daughter———the sum of five hundred dollars." By a subsequent clause he provided: "I also order that should any of my daughters die their portion to be equally divided among the remaining ones." The legacies were charged on his lands. Directions were also given that after a certain farm which he had purchased but not paid for in his lifetime was paid for, and all his debts paid, his two sons E. & A. "shall each pay my daughter M. A. S., the sum of $50, which she shall receive together with the rent of Lot 126 (from the executors), to apply on her legacy. The other three daughters to be paid in the same manner, E. in one year after M. A.,