ment the provision he had already made; and I can find nowhere an indication that the testator intended to change the *character* of the provision he had previously made. The argument, if I correctly apprehend it, was based upon the circumstance that in this case the testator does not refer to a second marriage, but only to the death of the testatrix.

This clause I take to be mere surplusage, an introductory paragraph to the general confirmation of his will, always to be found in codicils; and I take it to be clear that all that the testator intended to effect—all he started out to do and was doing—was completed with the language I have already quoted, ending with "support and maintenance;" and that all subsequent words were introduced for the purpose of making clear *what he was not doing*, namely, that he was not further or otherwise altering the will. The change is to give his widow a mere power of encroachment upon capital, as in Re Davey, 2 O.W.N. 467. Here absolute estates, clearly expressed and defined, were conferred upon the testator's son Luke and others by the will itself.

Such estates cannot be cut out or cut down by subsequent clauses or words of equivocal meaning, either in codicils or in the will itself: In re Jones, Richards v. Jones, [1898] 1 Ch. 438.

I am clearly of opinion that the estates or shares of the various beneficiaries vest as and when they would have vested if the third codicil had not been added.

Costs out of the estate.

MIDDLETON, J. NOVEMBER 7TH, 1913.

WILSON v. CAMERON.

Contract—Parent and Child—Oral Agreement to Convey Land—Ascertainment of Terms by Reference to Document Signed by Parties—Statute of Frauds—Part Performance—Conduct of Parties—Enforcement of Agreement by Son after Death of Father—Evidence—Corroboration—Conveyance by Administrator.

Action by two of the heirs-at-law and next of kin of the late J. H. Donaven, against the administrator of his estate and his son Charles W. Donaven, to have it declared that a certain agree-