

The testator also bequeathed to his wife "the full control of all my real and personal estate, stock and implements, during her lifetime," and willed that at his wife's decease "all the stock, of whatever kind, with the farming implements on the farm at my wife's decease shall be equally divided between my sons."

Held, that the bequest to the widow of the stock and farm implements was specific, and therefore exempt from the payment of the pecuniary legacies. *Augustine v. Schrier*, 192.

5. *Construction—Vendor and purchaser petition—Devise to one for life, then to issue in fee simple—Shelley's case.*—A testator devised lands to his daughter: "to her own use for the full term of her natural life, and from and after her decease to the lawful issue of my said daughter to hold in fee simple," and in default of such issue over.

The daughter contracted to convey in fee to a purchaser; and the question whether she took a life estate or an estate tail was brought up on a vendor and purchaser petition.

The Court refrained from making any order on the petition, for the law on this head seemed to be in a state of uncertainty, if not of transition, and any experiment could better be made in a contested case when all parties interested were represented.

Semble, however, that the direction that the issue should hold the property in fee simple appeared incompatible with an estate tail in the mother, and that "issue" must be construed "children," and the mother took an estate for life only. *Re Hamilton*, 195.

6. *Life estate—Annuity—Costs—Consolidation of Mortgagees.*—The testator by his will made a provision for his wife as follows: "I give and devise to my beloved wife, &c., 'all household goods,' &c., 'for the term of her natural life;' and I give and devise to her one bedroom, and one parlor of her own choice in the dwelling house wherein I now dwell," &c., 'also the use of kitchen, yard, garden; also, I give and devise to my said wife her life in the said lot heretofore mentioned; also an annuity of \$20 yearly.' He then subject to the above and to the payment of \$1,000 to his eldest son D., and other legacies, devised the lot to his second son J.

After the testator's death the plaintiff, the widow, and J., lived on the lot, arranging between them as to her maintenance. In order to raise money to pay D.'s legacy, the plaintiff and J. mortgaged the lot to a loan company, and on default, proceedings were taken under the power of sale to compel payment. The plaintiff set about making arrangements to pay off the mortgage, but the company refused to accept payment unless the amount of two other mortgages made by J., alone, were also paid. No tender was made by plaintiff, nor was any demand made by her for arrears of annuity or dower. An action was brought by plaintiff to establish the will, and to have the rights of the loan company declared:—

Held, that the proper construction of the will was, that the widow was to have a life estate in the bed-room and parlour she should select, and also in the kitchen, yard, garden, and also the annuity of \$20; and that the loan company could not claim to have the mortgages consolidated, and that as the plaintiff