

I give and bequeath to my said nephew the sum of \$600 in addition to the provision heretofore made in his favour.

Otherwise I confirm my said will and the codicil thereto attached.

F. W. Harcourt, for the executors and the infant.

E. Sidney Smith, K.C., for St. James Church and others.

W. H. Blake, K.C., for the Corporation of the County of Perth and others.

R. S. Robertson, Stratford, for the Corporation of the City of Stratford and others.

J. B. Davidson, St. Thomas, for the Warners.

BOYD, C.:—Prima facie, all general bequests are upon an equal footing, and those who claim priority or payment in full, in case of deficiency of assets, must positively and clearly establish that it was the intention of the testator that the bequests should not abate ratably. This is in substance the test supplied by *Knight Bruce, V.-C.*, in *Thwaites v. Foreman*, 1 Coll. C. C. 414.

Such clear indication of intention is found in the words used in this will with respect to the legacies given in clauses A., B., C., D., E., F., and G.; after these bequests the testator says, "All above legacies to be paid in full one year after my decease." The words "in full" cannot be explained away, and express a manifest intention to provide for the payment in full of these legacies. . . .

[Reference to *Watson's Compendium of Equity*, 2nd ed., p. 1342; *Marsh v. Evans*, 1 P. Wms. 668; *Johnson v. Johnson*, 14 Sim. 313.]

Consequent upon this ruling I hold that the beneficiaries mentioned in the first clause of the first codicil are to be promoted to the same preference in payment, by reason of the words used, "I hereby amend clause E. in my said will by adding thereto the following legacies payable as therein stated." . . . As to George Warner, the testator provides in his second codicil as follows: "I hereby revoke the