south half of lot number one in the fourteenth concession of West Gwillimbury, containing one hundred acres more or less, to go to Charles Francis Bond Head Jebb, my nephew, on his arriving at the age of twenty years, the said Charles Francis Bond Head Jebb to pay to his brother George Arthur Barry Beatty Jebb the sum of one thousand dollars, on the said George Arthur Barry Beatty Jebb arriving at the age of twenty years; if my wife Mary Ann Jebb should die before Charles Francis Bond Head Jebb should arrive at the age of twenty years, I wish the interest of my real estate or rent, to be paid to my nephew Thomas B. Jebb son of Washburn Jebb, until said Charles Francis Bond Head Jebb shall come to the age of twenty years."

Then follows the provision upon which the question between the parties arises, which reads thus:

"In case of the death of Charles Francis Bond Head Jebb the said real estate to go to his brother George Arthur Barry Beatty Jebb, and in the case of the decease of both of the said brothers, the said real estate to go to the next heir, and after his death to the next heir."

A bequest to A. when and if he attain the age of twenty-one years, and in case of his death to B., is a gift absolute to A. unless he dies under age: Home v. Pillans, 2 Myl. & K. 23, and the rule is the same where the bequest is to A., and in the event of his death to B.: Re Mores' Trust, 10 Hare 171; Schenk v. Agnew, 4 K. & J. 405.

This rule appears to apply to devises of real estate where the devise passes the fee simple: Hawkins on Wills, 2nd ed. 256, and cases there cited, and the learned commentator adds: "and in a will made since 1837 a devise to A. simpliciter, and in case of his death to B., would, it should seem, receive the same construction."

In Re Walker and Drew, 22 O.R. 332, the present Chief Justice of the King's Bench applied the rule to a devise to the wife of the testator absolutely, and in the event of her death to be equally divided among his children, holding that the widow took the fee simple absolutely.

In Bowen v. Scowcroft, 2 Y. & C. Ex. 640, at pp. 660-1, Alderson, B., pointed out that there was an obvious distinction in the application of the rule between a bequest of personalty and a devise of land, as a bequest of the personalty gives the whole interest, while a devise of land gives only a life interest, adding that "in the former case therefore the words 'in case of their demise,' preceding a gift over, cannot well have their proper effect except by considering them as applicable to a be-