I am of opinion that they do not. This farm was not at the time of making the will, or at time of testator's death, his real estate within the meaning of these words. The words real estate do not as a general thing include leasehold—nor do they include the beneficial interest which a mortgagee has. In this case the testator had his interest limited to the unpaid purchase-money—what the testator intended to indicate as the real estate he devised to his son is shewn by mentioning the chattels upon the farms, and mentioning by description one parcel. The distinction between purchase-money for land and the land itself is clearly maintained in all cases of ademption. See *In re Clowez*, L. R. 1 Ch. D. 1893; *Re Dods*, 1 O. L. R. 7; *Ross* v. *Ross*, 20 Grant 203.

It was held in *Leach* v. *Jay*, 6 Ch. D. 496, that the words "real estate, of which I may die seized, did not pass lands, which at the time of the testator's death, were in the wrongful possession of a stranger."

The fair inference from the reasoning in that case is that the words "real estate" would not pass lands, which at the time of the testator's death were in the rightful possession of a purchaser, even if all the purchase-money not paid.

The order will go construing the will of the said John Goodall Snetsinger—in this that the clause devising all the real estate of the deceased in the township of Cornwall did not pass that portion of the east half of lot No. 22 in the 4th concession, 5th range, of the township of Cornwall in the county of Stormont, lying north of the Ottawa and New York railway crossing, said east half of said lot.

Costs of all parties out of the estate—costs of executors between solicitor and client.