paragraphs of said will mentioned, the sum of $6,000 is to be deducted by my executors and otherwise applied by them—$2,000 out of the shares in the 51st paragraph mentioned, $2,000 out of the shares in the 52nd paragraph mentioned, and $2,000 out of the shares in the 53rd paragraph mentioned."

The codicil did not prescribe the other disposition of the $6,000 which the executors were to make; and the question was as to the effect of the clause quoted.

The learned Judge—after stating and discussing the contentions of counsel, and referring to Hall v. Warren (1861), 9 H.L.C. 420; Ramsay v. Shelmerdine (1865), L.R. 1 Eq. 129, 134; Edwards v. Findlay (1894), 25 O.R. 489; Theobald on Wills, Can. ed., pp. 42-45; Halsbury's Laws of England, vol. 28, pp. 572-574; Freel v. Robinson (1909), 18 O.L.R. 651—said that the question was, whether it was quite certain that the testator did not intend that the three legacies should be reduced in amount unless he effectively transferred to some other beneficiary the money kept back from the three legatees. To the learned Judge's mind, it was not certain, and his decision was that each of the three took $2,000 less than the amount given to him by the will: see Quinn v. Butler (1868), L.R. 6 Eq. 225; Tupper v. Tupper (1855), 1 K. & J. 665.

The remaining question was: What becomes of the $6,000; does it fall back into the residue for division amongst the residuary legatees other than those from whose shares it is taken, or is there an intestacy as to it?

Reference to Skrymsher v. Northcote (1818), 1 Swanst. 566, 570; In re Palmer, [1893] 3 Ch. 369, 372, 373, which states the rule thus: "If a testator, after bequeathing his residuary estate in shares, simply revokes a gift of one of those shares, he takes that share out of the residue, and that share, being taken out of it, must, unless otherwise disposed of, be treated as undisposed of." In re Whiting, [1913] 2 Ch. 1, does not lay down anything opposed to this statement.

There should be an order declaring that each of the three legatees takes $2,000 less than the amount payable in respect of the shares given by the will in trust for him; and that there is an intestacy as to the $6,000.

The costs of all parties should be paid out of the $6,000, those of the executors being taxed as between solicitor and client.

RE LEE AND SANAGAN—SUTHERLAND, J.—JAN. 29.

Vendor and Purchaser—Agreement for Sale of Land—Objection to Title—Default of Purchaser under Previous Agreement—Power of Sale on one Month's Default without Notice—Exercise of, by New