

petitioners in trust for the purposes set out in the will. The following clauses of the will were material: "The income . . . shall, during the 5 years next after my decease, be paid by my executors to such of my unmarried daughters as shall not at the time of my death have entered the conventual life, in equal shares, and so that from the time any one of my daughters shall marry or shall enter conventual life her share of such income during the said period of 5 years or any part thereof, as the case may be, shall cease and shall be equally divided amongst my other daughters. . . . And at the end of the said period of 5 years, I direct that my said son Vincent James shall receive one-sixth of my estate to hold for himself absolutely, and that the income of the remaining five-sixths be paid to all my daughters in equal shares during their natural lives, the shares of any daughters dying without issue to be equally divided between my surviving children—the daughters receiving the income and my son the principal as the case may be, and the share of any daughter dying and leaving lawful issue to be divided amongst such issue when they attain the full age of 21 years, and to be expended for their benefit during their minority."

On 3rd September, 1904, upon the marriage of Annie C. Hughes, all the daughters of the testatrix were married or in conventual life. One daughter, Madeline Coffee, died on 21st February, 1904, leaving one child.

W. N. Ferguson, for petitioners.

C. A. Moss, for Vincent J. Hughes.

F. W. Harcourt, for the infant.

BRITTON, J.—1. Did Vincent James Hughes become entitled on 3rd September, 1904, to be paid one-sixth of the estate?

The general rule is that acceleration results in every event which removes the prior estate out of the way. This, however, is outside of that rule, as it is not the case of a "prior estate" within the meaning of it. There is no gift to Vincent James Hughes of a reversion or a remainder. It is merely the postponement for a definite short term of the time when Vincent shall come into possession in his own right of a portion of the property of the testatrix, which she thought proper for such short term to place under the management of trustees. There is no failure of an estate to be managed or of persons to manage, but simply failure on the part of the testatrix to say expressly what, in the event of the contingency which has arisen, shall be done with the income during the unexpired portion of the term of five years.