

as follows: one-half to George Colbert and the other half equally between his two daughters.

In answer to questions 1 and 2, the learned Judge was of opinion that George Colbert and his two daughters were entitled to share in the residuary estate on the basis of the bequest to them by para. 5 being \$2,000; but, in view of the agreement referred to, further consideration of the proportions as between them was unnecessary. *Edwards v. Smith* (1877), 25 Gr. 159, was distinguishable, the interests arising in that case on the determination of the life-interest being contingent.

In answer to question (3), the language of the residuary clause indicated the testator's intention not to include in those who were to share in the residue the general fund of the church referred to in para. 14; for, while he gave the residue "unto all the legatees and devisees hereinbefore mentioned in this my will," he later on in the same sentence refers to those who are to share as "him or her"—words which plainly did not include and were not applicable to the body mentioned in para. 14, but must be taken to refer to individuals or persons whom he had already mentioned, to the exclusion of that body.

In answer to question 4, the mortgage given by para. 6 to Kate Colbert not only included the principal unpaid at the testator's death, but covered as well the interest accrued and unpaid at that time; and likewise as to the mortgage given by para. 8 to Catherine Macfarlane.

Order declaring accordingly. Costs out of the estate, those of the executors as between solicitor and client.

MIDDLETON, J.

FEBRUARY 28TH, 1919.

***ATTORNEY-GENERAL FOR ONTARIO v. ELECTRICAL DEVELOPMENT CO. LIMITED.**

Contract—Queen Victoria Niagara Falls Park Commissioners—62 Vict. (2) ch. 11, sec. 36 (O.)—Grant of License to Take Water from Niagara River within Park—Development of Electrical Power for Commercial Use—Construction of Contract—Assignment by Grantees to Electrical Company—Lease of Undertaking to another Company—"Amalgamation"—Assignment of License—Expert Evidence to Aid in Interpretation—Inadmissibility—Rental Payable to Commissioners—Ascertainment of—Energy Consumed in Act of Production—Limitation of Quantity of Water to be Taken—Rate of Payment for Water Taken over and above Amount Limited—Injunction against Future Breach of Contract by Excessive Taking—Counterclaim—Declaration as to Proper Construction and Maintenance of Development Plant.