

or mercy,' it is hereby declared that it shall be deemed to include the following classes of work:" and then follows a long list of enumerated things, among others, "(m) the caring for milk."

The effect of this is to preclude any further inquiry into the question of necessity, when once it appears that what is being done is "the caring for milk."

What was done here undoubtedly was "caring for milk" within the meaning of the statute. The milk is produced every day and must not be wasted, and all that is honestly done for its conservation is protected by the statute. If the milk had not been delivered it would have been wasted.

It is too narrow a view of the statute to regard the delivery as being part of a sale because there had been some antecedent agreement for its delivery, and so find an offence. The sole test is that prescribed by the statute. Is this a "caring for milk?" If it is there is no offence.

The Police Magistrate was right in his conclusions, and the questions asked in the stated case should be answered accordingly.

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MIDDLETON, J.

JANUARY 4TH, 1921.

RE O'GRADY.

*Will—Construction—Gift of Whole Estate to Son at End of Period of Years upon Condition—Gift over if Condition not Fulfilled—Death of Son during Period—Claim by Personal Representative of Son—Condition not Fulfilled.*

Motion by the executor of the will of John Andrew O'Grady for an order determining a question arising upon the terms of the will.

The motion was heard in the Weekly Court, Toronto.

J. M. Ferguson, for the executor.

T. L. Monahan, for the Roman Catholic Episcopal Corporation of Toronto.

H. L. Steele, for the executor of the will of Joseph O'Grady.

MIDDLETON, J., in a written judgment, said that by the will of the late John Andrew O'Grady, who died on the 22nd November, 1917, his executor was directed to pay his son Joseph the income of his (the testator's) estate for 10 years. The will proceeded: