

Several questions arise upon the 4th clause. "The value" of the farm stock, &c., is equivalent to the proceeds of the stock, &c., when sold. This sum is to be Edwin's when he attains 18.

Edwin being unable to work the farm, the executors are directed to rent it and sell the stock and "expend the money arising therefrom," i.e., the income arising from the renting of the farm and the investment of the proceeds of the sale of the chattels, "in the maintenance and education of my children until Edwin arrives at the age of 18 years." This clause does not contemplate maintenance being given to those children who are adult or foris-familiated—on the evidence Martha and Rosetta are the only two who are now entitled, and Martha is nearing the condition of independence.

As the \$5,000 is charged on the farm, Edwin is entitled to have this resorted to before the residuary estate to meet the legacies.

The result will be a declaration that:—

(1) According to the true construction of the will of Michael Schellenberger, in the events which have happened, the daughters of the deceased are entitled to receive the legacies, amounting to \$6,500, in full.

(2) The infants Martha (until she becomes self-supporting) and Rosetta are, until Edwin comes to the age of 18, entitled to receive for their maintenance the income derived from the proceeds of the farm stock, &c. When Edwin attains 18, this fund becomes his.

(3) The residue of the estate belongs to Edwin free of any charge for maintenance.

Costs out of the estate—executors' and Official Guardian's as between solicitor and client.

TEETZEL, J.

MAY 28TH, 1910.

***MICKLEBOROUGH v. STRATHY.**

Landlord and Tenant—Landlord Undertaking to Procure Sub-tenant—Vacant Premises—Temporary Letting by Landlord—Acts not Amounting to Eviction—Lease not Terminated.

Action for a declaration that a lease of part of a building by the defendant to the plaintiffs was determined by the acts of the

* This case will be reported in the Ontario Law Reports.