

plaintiff, stating in the advertisement that it was subject to the right of the defendants, who represented Z. to lay their water-pipes under the lease from T. B. to Z. After the expiration of that lease no further lease had been executed, but \$12 a year was, by agreement, paid as rent to T. B. and to S. B. until the title became vested in the plaintiff, who refused to accept rent or to recognize the defendants' rights, and brought trespass against them.

Held, 1. That the lease of 1850 by E. M. B. alone was not binding on her co-trustees unless they could be shown to have agreed to it.

2. That the right of Z. to get a lease from T. B., under the covenant of 1854, continued as against T. B. under the second lease of 1864.

3. That the defendants having, under the covenants of T. B. and E. B. M., taken possession and constructed the works, which were of a permanent and expensive character, and for the public benefit, and having paid rent up to the time of the plaintiffs acquiring title, and all parties having had notice, and made no objection; they were entitled to an injunction staying the action, and to a lease for twenty-one years, renewable at a rent to be fixed by arbitration or by the registrar of the Court. *Davis v. Lewis*, 1.

TRUSTS AND TRUSTEES.

Trust for maintenance—Duration thereof.—See *WILL*, 1.

WILL.

1. *Will—Construction—Trust for maintenance and education—Duration thereof—"Steadiness."*—A tes-

tator by his will, dated May 31st, 1872, after several specific bequests, gave the residue of his real and personal estate to his trustees upon trust to pay to each of his daughters, J. and L., for life, the annual allowance of \$800 each, which they were then receiving, to be paid to them semi-annually, and to pay for the education, maintenance and ordinary requirements of his son G., and then proceeded: "And I direct my trustees in their discretion, if they find my son G. deserving of the same, to make such annual allowance to him as to them may seem warranted by the proceeds of the income of my estate, and if my said trustees are satisfied as to his steadiness they are to treat my said son G. in respect to the said allowance in the same manner as my said daughters, J. and L."

* * It is my will that in the case of each of my said daughters the capital sum necessary to produce the allowance made to her be paid after her death to such person or persons as she may by will direct."

Held, that George was only entitled to his maintenance and education during minority, for there was nothing in the will to indicate an intention to extend the trust for maintenance and education beyond that period.

Held, also, that George was not entitled to any annual allowance in addition to his maintenance and education during his minority, and the amount which might be paid him after attaining majority, as an annual allowance, rested on what the trustees in their discretion might deem warranted by the estate. For by treating G. in the same manner as J. and L. the testator referred only to the mode of payment, and