tion of the will. The motion was heard in the Weekly Court at Toronto. The main property of the testatrix consisted of a farm. She had five children: Mary, married and away from home; James, away from home and doing for himself; Clifford, on the farm but not determined whether he would stay; and Lily and Jessie, unmarried daughters, living with the testatrix. By the will all the property was given to Lily and Jessie, as executrices and trustees, and it was then provided: "Should my son Clifford desire the west side of" the farm "and stay and work it, I desire him to have it in his name, he to assume $1,500 of the present mortgage of $3,300 upon the whole property, and my daughters Jessie and Lily to have the east side" of the farm. "Should Clifford desire to leave the place and go into other business, then the whole property to become the property of Jessie and Lily, they to assume the entire mortgage of $3,300 now on the place and to give Clifford $1,000. . . . Should either Jessie or Lily marry, the other to become the possessor of the property of both. Should both marry and Clifford in other business as aforementioned, the property to be divided equally," among the five children. Clifford did not remain upon the property, but went into other business:—Held, that he had no further interest in the west side property, save his right to receive $1,000 from his sisters and his share in the event of the property being divided.—(2) That the marriage of Lily or Jessie referred to in the will did not mean marriage during the lifetime of the testatrix, but at any time.—(3) That the provisions of the will regarding marriage were not void as being in restraint of marriage.—(4) That the devise was to Jessie and Lily in fee, subject to the conditions subsequent that upon marriage of either one the other is to have the entire property, and that if both marry it is to become the property of the five. Reference to Halsbury's Laws of England, vol. 28, p. 774; Jarman on Wills, 6th ed., p. 1362; Re Branton (1910), 20 O.L.R. 642; In re Mason, [1910] 1 Ch. 695.—(5) The parties agreeing thereto, that the Title and Trust Company should be appointed trustees along with the two daughters, and the property vested in the three trustees, with a declaration that the trustees have power to sell and convey the real estate.—(6) That costs of all parties should be paid out of the estate. H. R. Frost, for the daughters Lily and Jessie. H. E. Rose, K.C., for the daughter Mary McKerrow. T. J. Agar, for the son Clifford. J. Gilchrist, for the son James.