

ORDE, J., in a written judgment, said that the trustees had realised part of the estate, amounting to a very substantial sum, and asked for authority to distribute it and any other sums realised from time to time among the residuary beneficiaries, viz., the widow, four daughters, and two sons of the testator, all adults and all sharing equally. By an order made by Middleton, J., on the 28th March, 1918, it was declared that the residue went to the widow and those children of the testator who were living at the expiration of one year from the testator's death; and that a clause in the will providing for substitution in the case of the death of any of the residuary beneficiaries had reference to their death before the expiration of the period of one year after the testator's death, notwithstanding certain provisions for the postponement of distribution until the testator's shares and interests in certain companies were sold. His interests in one of these companies still remained unsold, and the trustees now asked authority to distribute notwithstanding the provision for postponement. The will contained no provision for the disposal of income during the period of postponement; it must necessarily accumulate as an accretion to the residue. In these circumstances, those entitled to the fund, all being adults, could at any time put an end to the trust. In this respect the authority of the Court was hardly necessary for the protection of the trustees, but they might have a declaration if they desired it.

By clause 11 of the will, the testator directed his executors to pay annually to the credit of the president and secretary of A. Barnet & Co. Limited the sum of \$10,000, to be applied by that company in paying the expenses of taking care of the timber berths and lands of the company in Quebec and in British Columbia and in paying annually to each of the testator's two sons the sum of \$1,500 for their services in respect of these lands and berths; also, that these sums should be paid for a period of not more than five years after the testator's decease; provided, however, that, if at any time during that period the sons should dispose of their stock in the Brunette Saw Mill Company Limited, or any or all of the timber berths or lands held by the first-mentioned company should be sold and paid for, the annual advances to the company should cease and the payment of salaries to the sons should likewise cease; also, that, when all the timber berths and lands of the Barnet company have been sold and paid for, all moneys advanced by the executors should be repaid without interest; but it has to be distinctly understood that the sons should bear their shares of the expenses of that company.

In accordance with this, the executors paid over to the Barnet company from the 12th January, 1917, the date of the testator's death, until March, 1920, \$10,000 annually for the purposes direct-