

ance, the income in the meantime being paid to my said wife. Should, however, the said property be sold during my wife's lifetime, with her consent, the purchase money shall be used as follows: so much of it shall be invested as will yield enough interest to pay rent for as good a house as one of my College road houses, and in such a house my wife may live, such interest being used to pay the rent therefor, and the balance of the said purchase money shall be divided equally among my children then living."

It is clear, I think, from this clause in the will that it was optional with the testator's widow either to continue to reside at Linden Hall or to do as she in fact has done, select a residence elsewhere. If the property was leased she was entitled out of the rents to sufficient to pay the rent of another house, and if it was sold sufficient of the purchase money to produce interest equal to the rent was to be invested for that purpose. In view of these facts and of the special direction that the trustees to whom the property was devised "were to hold it during the will and pleasure of the widow," I should be disposed to think, though it is not necessary to decide that point for the purposes of this case, that the widow had the right to have the property leased or sold, quite irrespective of the wishes of anyone else; she had a right to occupy Linden Hall free of rent; she had a right to abandon it and live elsewhere, and if she did she had the right to have the rents of Linden Hall or the interest of a part or all of the proceeds of its sale appropriated to the payment of her rent. It was impossible for the trustees to carry out these trusts without leasing or selling, and the widow's consent was all that was required.

Section 24 of chap. 160 respecting Wills (2 Con. Stat. p. 1950) provides that "where any real estate shall be devised to any trustee or executor, such devise shall be construed to pass the fee simple or the whole estate or interest which the testator had power to dispose of by will in such real estate, unless a definite term of years absolute or determinable, or an estate of freehold, shall thereby be given to him expressly or by implication." By virtue of this provision the trustees took the fee simple in this property which the testator had at the time of his death. Apart from this it is abundantly clear I think that the testator intended to vest the fee in his trustees as necessary for them to have in order to execute the trusts declared in the will. I have already mentioned those referring to the Linden Hall property, but there