

These questions were now disposed of in a written judgment. Question 3 was: "Would a payment of a sum of money out of the residue to the Children's Aid Society of the County of Lennox and Addington be within the authority conferred?"

The learned Chief Justice said that at a special meeting of the society, held on the 24th February last, a resolution was carried retaining counsel to represent the society on this motion, and in the resolution they embodied "the request that any money donated under said will to this society shall be paid to or placed with the Toronto General Trusts Corporation for the benefit of this Children's Aid Society, and that such money be not paid to or placed with the Corporation of the County of Lennox and Addington." The question would be answered in the affirmative, and the request made in the resolution acceded to.

Question 4: "Would a payment of a sum of money out of the residue to the Corporation of the County of Lennox and Addington for the purpose of assisting said county in securing or constructing a house of refuge . . . be within the authority conferred?"

It was suggested that the county council might refuse the gift when coupled with the burden of building a house of refuge. The learned Chief Justice said that he was not concerned with the attitude of the council. He answered the question in the affirmative. If the corporation should be advised to refuse to accept the gift cum onere, that would be a matter for another forum to consider—perhaps the Provincial authorities, perhaps the electorate.

Order declaring accordingly; costs out of the estate.

FALCONBRIDGE, C.J.K.B.

APRIL 4TH, 1917.

***RE JACKSON AND IMPERIAL BANK OF CANADA.**

*Landlord and Tenant—Lease—Renewal Clause—Construction—
Right of Perpetual Renewal—Costs of Summary Application
for Determination of Question of Construction.*

Motion by Jackson, lessor, under Rule 604, for an order determining whether, by the terms of a certain lease, the lessees, the Imperial Bank of Canada, were entitled on the first renewal of the lease to a covenant for the renewal thereof in perpetuity or only to a covenant for renewal for a third term of 25 years—the lessor contending that the latter was the true construction.