

it back to me and I read it over to him and asked him if he fully understood it. He answered 'Yes, I understand, it is all up with me' (meaning that that was all he expected to get)." Miss Stella Benton, a remarkably alert and intelligent witness, was the nurse in charge of the plaintiff; during the last two or three weeks "the condition of his mind was all right."

It is not possible for me upon this evidence to find that the lease was obtained by fraud and undue influence. I find, on the contrary, that plaintiff fully understood what he was doing and did accept the sum of \$40 in full settlement of the cause of action. I have consulted the following cases: *Doyle v. Diamond Flint Glass Co.* (1904), 8 O. L. R. 499; same case in appeal (1905), 10 O. L. R. 567; *Clough v. London and North Western Rw. Co.* (1871), L. R. 7 Ex. 27; *Johnson v. Grand Trunk Rw. Co.* (1894), 21 A. R. 408; *Disher v. Clarris* (1894), 25 O. R. 493; and finally *Gissing v. Eaton*, 25 O. L. R. 50, which is the last word on the subject.

The action will be dismissed with costs if exacted.

Thirty days' stay.

HON. MR. JUSTICE LATCHFORD.

DECEMBER 15TH, 1913.

RE CLOONEY.

5 O. W. N. 513.

*Will—Construction—Payment to Beneficiary on Attaining Age of 23
—Divesting Clause—Direction for Investment of Corpus in Interval—Costs.*

LATCHFORD, J., *held*, that where a testatrix made a gift to a beneficiary when he should attain the age of 23, and directed the corpus to be invested for him in the meantime, the executors should, not later than one year from the death of the testatrix, set aside and invest such sum.

M. H. Ludwig, K.C., for executors.

N. B. Gash, K.C., for children of Michael Ryan.

A. E. Knox, for children of Mary Ann and Josephine Flanagan, and for Daniel Flanagan.

J. R. Meredith, for John C. Flanagan.