trustees are empowered to expend from time to time for that purpose.

Two other periods may be, and are, suggested for the determination of the period of maintenance so as to bring it within the rule; one the lifetime of the trustees and the survivor of them; the other, the life of James, the devisee for whose benefit the provision in question primarily enures. It is undoubtedly the rule that a trustee cannot delegate to another a discretion vested in him alone. The same would, of course, be true of a body of trustees consisting of two or more. A testator or settlor could certainly so express a discretion with respect to the trust property as to make it exercisable only by the named trustee or trustees and by no one else. But that, in my opinion, has not been done in this case. The words of the bequest are "I give devise and bequeath to my executor executrices and trustees aforesaid to be used and employed by them in their discretion or in the discretion of a majority of them . . . with full power and authority to them to make sales," etc. . . .

[Reference to In re Smith, Eastick v. Smith, [1904] 1 Ch. 139; Crawford v. Fenshaw, [1891] 2 Ch. 261; the Trustee Act, 1 Geo. V. ch. 26, sec. 4, sub-sec. (6).]

Nor am I able to derive from the language any evidence of an intention to confine the benefit to the life of the devisee James, or of him and the two granddaughters, or of any of the three. The great fault, as it seems to me, of both the suggested constructions, is, that they ignore the circumstance, clearly defined by the testator himself, that the final distribution should only take place upon a sale by some one.

In the Divisional Court, in the cases before referred to in 24 O.L.R. 183 and 189, the conclusion was arrived at that the bequests to the pecuniary legatees were void because of the remoteness and uncertainty of the event upon which they were to become entitled. If that was a correct conclusion in those cases, it is also the proper conclusion here; and, after much consideration, I am not prepared to say it is not, much as I would prefer to uphold the clause, if, consistent with legal principles, it could be done.

A testator must express himself in language which is capable of being understood and applied to the subject-matter, and he must keep within the rules of law which regulate the power of disposition. If he fails in either particular, and in this case he, in my opinion, does, in one or the other and probably in both, the bequest is void.