

amount so paid should be restored to the estate out of subsequently accumulated income; and whether or not the devise and bequest contained in the will to the Synod of the Diocese of Ottawa is void as offending the rule against perpetuities.

The learned Chancellor determined both these questions adversely to the contention of the appellants, who are supported in the appeal by others in the same interest. Other questions were discussed by council for the Synod of the Diocese of Ottawa during the argument; but, if they are at all proper to be disposed of upon a proceeding of this kind, they seem not to be ripe for determination at present.

The main question is, of course, whether the devises and bequests to the Synod are void under the rule against perpetuities.

The will, which with three codicils deals with and purports fully to dispose of the testator's estate, is a very long and intricate instrument, containing many complicated and involved provisions and directions, due to some extent, no doubt, to the testator's evident fondness for and tendency to minute detail, and his desire to leave nothing unprovided for in the final disposition of his estate. And it is apparent that he must have felt satisfied that he had effectively disposed of all he possessed, for there is no residuary clause.

His whole estate, real and personal, is said to be of the value of about \$99,000. There were debts, which he appears to have divided into two classes, and which it was his desire should be treated differently or at least regarded in a different way by his executors in the administration of his estate: (a) ordinary current debts, which he calls his "just debts;" and (b) debts secured by him on lands or personalty, among which he seems to have included a liability of \$5,000 to the University at Windsor, Nova Scotia, for which, he says, he gave his "note of hand."

He desired the first class, together with his funeral expenses, to be paid as soon after his death as possible. His intention with regard to the other class was to postpone payment so far as to enable them to be paid off from the income of his estate. He could not, of course, control the action of the creditors in case they were not willing to wait after their claims became payable. Beyond this, he gives no specific directions to his executors with regard to the payment of these debts, except what is to be gathered by inference from the 19th paragraph of the will, and the direction in the first codicil as to the payment by the executors of the \$5,000 to the Alumni Association of King's College, instead of directly to the University of