

25. Construction — Meaningless Clause — Supplying Words “to Pay” — Legacy Charged on Lands Specifically Devised — Demonstrative Legacy — Proceeds of Sale of Chattels — Income of Farm — Maintenance of Children — Residuary Estate. *Re Schellenberger*, 1 O. W. N. 844. — MIDDLETON, J.
26. *Construction—Provision for Lunatic—“Permanently Cured” —“May be Placed in her Possession” —Executors—Discretion —Administration Order.*]—Testator gave all his estate to his executors, for the sole and only benefit of his adopted daughter, and directed that, if she remained in the asylum, the amount should be invested for her benefit and the interest paid to her if necessary; if at any time she “should be dismissed from the asylum and be pronounced permanently cured, the entire amount may be placed at once in her possession. If not pronounced permanently cured . . . the interest only be paid her, or such additional amount as my executors deem advisable.” At the time of the making of the will she was out on probation, and was dismissed therefrom shortly before the death of the testator as cured. She had not been “pronounced permanently cured:”—*Held*, that she was “permanently cured” within the meaning of the will, but that the executors were not bound to hand over the whole estate to her; they were at liberty, according to the intention expressed by the use of the word “may,” to retain the estate in their hands and apply the income and corpus, in their discretion, for her benefit; and an administration order was refused. *Re Bennett, Bennett v. Philp*, 1 O. W. N. 213. — BRITTON, J. (Chrs.)
27. *Construction — Residuary Bequest to Children — Right of Grandchildren to Deceased Parents’ Shares—Gift to Persons Designated—Condition—Payment of Interest—Method of Computation — Responsibility of Executors.*]—The testator, dying in 1909, left a will, made in 1896, by which he gave certain portions of his real estate to six of his seven children, mentioning them by name. He also mentioned by name his remaining child, M., saying that he had given him a deed of a farm. The devise of the homestead farm to his son N. was upon condition of payment to the executors of \$2,900 in ten annual instalments, with interest at four per cent.; and there were similar conditions with regard to some of the other devises. The devise of a farm to a daughter M. was for her life and after her death to her husband for his life and after the death of both to her children or their heirs, to be equally