should have been devoted to such a comparatively trifling purpose, a purpose for which the interest alone, upon any reasonable investment of the principal, one would think, would have been ample.

And this expenditure was to continue, without any limit as to time being stated, except such as is contained in the words "if for any reason it should be necessary that the said residence should be sold and disposed of", upon the happening of which event, if it ever happened, the balance then remaining was directed to go to the pecuniary legatees. That event, a sale, was therefore clearly made the point for the determination not only of the prior interest whatever it is, but for the commencement of the subsequent interests upon the final distribution. If, when it arrived, the whole fund had been expended, the pecuniary legatees would, of course, get nothing, for the whole might, under the terms of the bequest, be expended for the single purpose of maintaining and keeping up the residence. What was to happen if it should not become necessary to sell is in no way mentioned, nor in the slightest degree throughout the will indicated. The testator appears to have had but the one event or possibility in mind, and that evidently not one which he anticipated was certain ever to happen, for he says, "If it should become necessary to sell." Necessary for whom? Primarily in a will these words would imply, necessary for the executors to sell in order properly to administer the estate. But it is not shewn that there were debts or prior charges of any kind which could reasonably have induced the testator to believe that such a necessity would ever arise. The words, however, are perhaps capable of the construction that the necessity might come from James's circumstances also, after the decease of the testator. If he sold, as of course he might, the two granddaughters would still be entitled in respect of their charges upon the property for board, maintenance, and residence, but in case of a sale are given no other special consideration over the other pecuniary legatees. This then is the language of the will, and whatever doubt there may be in applying it to the circumstances is not caused by any difficulty in understanding the words, for they are perfectly plain.

Primâ facie the words mean a provision, indefinite as to time, for the maintenance and up-keeping of the property devised to James, determinable only upon an event which may occur at any time, however remote, or may never occur, and in the meantime the large fund in question is to be tied up, except for the paltry sum which, in the reasonable exercise of their discretion, the