

The result is that the defendant John Spence senior and the plaintiff Martha Spence are entitled to a two-fifths interest in the whole farm as tenants in common and are joint tenants of a three-fifths interest of the estate pur autre vie of the married sisters. John Spence senior is entitled to the remainder in fee.

I am further of opinion that any claim which the sisters had to the legacies given them by the will is barred by the Statute of Limitations, as the same was payable when they respectively arrived at the age of 21 years or were married, since which time more than the statutory period has elapsed. . . .

Claim of the defendant John Spence senior for improvements dismissed without prejudice thereto if a claim is made against him for occupation rent.

The judgment of the Court below should be modified by declaring that, according to the true construction of the will, the children of the testator took as tenants for life with remainder to his son John Spence in fee; that the interests of the three married daughters—Christina, Margaret, and Sarah—are extinguished and their claims are barred by the Statute of Limitations; that John Spence senior and Martha Spence are entitled to a two-fifths interest in the lands for life as tenants in common and a three-fifths interest for the lives of Christina, Margaret, and Sarah, as joint tenants, with remainder to John Spence senior in fee; that it be declared that the legacies given to the plaintiffs by the will are barred by the Statute of Limitations; that the judgment of the Court below as to the payment of \$100 to Christina McKinnon and Martha Spence do stand; that the defendant John Spence do pay to the plaintiff Martha Spence a portion of her costs of this action, fixed at \$100; and, except as aforesaid, that there be no costs awarded here or below.

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BEATTY v. BEATTY—MASTER IN CHAMBERS—DEC. 3.

*Interim Alimony and Disbursements.*]—Upon a motion for an order for interim alimony and disbursements, the defendant relied on an agreement of separation, but the plaintiff swore that the defendant had never paid her anything and that she did not understand the agreement. The Master held that she was entitled to an order, referring to *Atwood v. Atwood*, 15 P. R. 425, and *Lafrance v. Lafrance*, 18 P. R. 62. Order made for \$6 a week interim alimony, to begin from the date of the delivery of the statement of claim, and \$30 for interim disbursements. T. N. Phelan, for the plaintiff. E. G. Long, for the defendant.