

have heirs, and should die before this property is divided, the heirs shall claim their parents' share." My interpretation of this clause is that the word "heirs" means children,—that the division of the property means the division provided for by the will, viz., division upon marriage of their mother—should she marry—or upon her death—when that takes place.

The effect of this clause last mentioned is to add to clause 2—from the end of it—these words, "and should any of the boys die leaving children, before the property is divided, the children shall claim their parents' share," and to add to clause 3, after the words, "my boys that may be alive at my wife's death, the words, "and should any of my boys die leaving children before this property is divided, the children shall claim their parents' share."

Under this will I am of opinion that the sons do not take any present interest in the estate of the testator. The interest of such of the sons as may be alive at the marriage or death of their mother, does not vest until such marriage or death. If any one of testator's sons dies before division, and leaves children—then these children will take under this will—the share their father would have taken were he alive. I must hold the latter objection of purchaser valid.

Were it not for the clause bringing in the children, if any, of any deceased son of the testator, there would be no difficulty in making a perfect title, the executors, the widow, and all the children of the testator joining in the conveyance.

As the parties are anxious to have the sale carried out, such a sale apparently being in the interest of all it would seem to be a proper case for sale under the "Settled Estates Act."

No costs.