

and stable furniture, to my executors, in trust to allow my husband, Gideon Perrie, and Theresa Mabel Barry Kuntz to jointly enjoy the same as long as Gideon Perrie remains unmarried, but if he marry, then to Theresa for life, and if Theresa marry and leave a child or children her surviving, then I give devise and bequeath said property to such child or children, but if Theresa die without a child or children her surviving, then said property is to fall into the residue of my estate and become a part thereof."

Then comes a residuary clause, and then follows:—

"33. I authorise and empower my executors and trustees to sell and convert into money all such portions of my estate not herein specifically disposed of, as soon after my decease as they in their discretion shall deem it for the benefit of my estate, and for that purpose to execute all necessary and proper deeds and other instruments, but they may, without incurring any liability for any loss which may happen therefrom, defer such conversion until they in their uncontrolled discretion shall deem best for my estate."

There is also a clause whereby the institutions for whom Mr. Levy appears become, in a certain event, entitled to a share of the residue; and these sufficiently represent the residuary legatees. An order may, if desired, be taken out to that effect.

At the death of the testatrix there were in the house described in paragraph 31, in addition to the usual household furniture, etc., a number of rings and some other jewelry, her property, of considerable value, being worth over \$1,000.

The widower and Theresa occupied the house until about 1906, when he failed in health and became of unsound mind. Thereupon . . . Theresa, being still an infant, gave her consent, as far as she could consent, and by leave of the Court, the furniture and contents (except the jewelry), the horses, carriages, harness, etc., were sold, producing nearly \$2,000; and the house was rented.

In 1908 an application was made to the Court for opinion, advice, and direction, and on the 20th February, 1908, a judgment was made by Mr. Justice Clute declaring and adjudging (amongst other things) that Mr. Perrie and Miss Kuntz were both entitled to the revenue from the proceeds of this sale and to the revenue produced by renting the house.

In the fall of the same year Miss Kuntz married and is now Mrs. Wardell. She has issue one daughter. After residing in Winnipeg for a time she has returned, and is now living in the house with husband and child.

Mr. Perrie died in January, 1910.