

should be given to the maintenance of the daughter. The executors were not bound to sell at once, nor were they bound to give up the farm to the guardian. If the executors were willing to continue the trust during the lifetime or minority of the daughter, there was no reason why they should not be permitted to do so. The parties were friendly. The daughter was old enough to understand the situation, and apparently she was willing to allow either her guardian or the executors to control the estate during her minority. This, therefore, was practically a friendly application; and the best results would be obtained from what should be regarded as the correct interpretation of the will.

The costs of the application should be paid to all parties to it out of the estate.

---

MERRIAM V. KINDERDINE REALTY CO.—MIDDLETON, J.—SEPT. 24.

*Partnership—Syndicate—Trustee—Removal of—Receiver — Winding-up of Partnership—Action — Parties — Majority of Partners not before Court—Practice—Judgment—Further Directions.*]—Motion by the plaintiffs for an order removing the defendant company from its position as trustee for the plaintiff syndicate, for the appointment of a receiver, for a declaration that a certain resolution of the members of the syndicate with regard to the sale of certain of the lands of the syndicate is void, for a declaration that a certain agreement is void, for a declaration that a resolution appointing the Fidelity Securities Company trustee is void, and for payment by the Kenderdine Realty Company to the receiver of all moneys in the hands of the defendant company. The plaintiffs were some only of the members of the syndicate. It was asserted by the defendants and denied by them that they were a dissentient minority only. In the action the plaintiffs claimed many things—among others substantially the relief now sought. At the trial a judgment was given cancelling a conveyance made to the Fidelity Securities Company, and referring it to the Master to take an account of the dealings of the Kenderdine Realty Company with the property held by it in trust for the syndicate. Further directions and costs were reserved. The account was taken, but the report was not yet confirmed, as an appeal was pending to the Appellate Division; so the case was not ripe for a motion upon further directions. Counsel for the plaintiffs practically abandoned all claims for relief save the appointment of a receiver and an order for payment of the assets to the receiver. This relief was sought in