

The gift to the grandson was in the following words: "I give and bequeath unto my grandson Andrew J. Sweazey the sum of \$3,000, to be paid to him when he shall have arrived at the age of 21 years, but in case of his death before he shall arrive at such age the said sum shall be equally divided among all my daughters."

The gift to the granddaughter was in similar language.

The testator died in 1875, and his widow in 1902.

The trustees had, pursuant to the will, converted the real estate into money.

The grandson attained 21 and died. His representatives and the granddaughter claimed interest on the legacies from the testator's death.

W. S. McBrayne, Hamilton, for the trustees.

A. L. Baird, Brantford, for the granddaughter and the representatives of the grandson.

J. G. Gould, Hamilton, F. R. Martin, Hamilton, and M. G. V. Gould, Hamilton, for residuary legatees.

TEETZEL, J.— As regards the granddaughter, I do not think there is any evidence in the will itself or in the extrinsic evidence . . . to shew any intention on the part of the testator to place himself in loco parentis to her.

The question of whether a person has placed himself in loco parentis to a child so as to carry the moral obligation of maintenance, is one of intention: *Powys v. Mansfield*, 3 My. & Cr. 359. Having regard to the provisions made for the grandson, I think the testator's intentions in regard to his maintenance were limited to that provision.

After the children left the testator's home, they were voluntarily maintained by their mother, and I do not see how, in any event, the claim would now be made by them against the testator's estate for moneys paid by their mother for their maintenance.

Then as to the claim for interest on these legacies from the date the grandchildren respectively became twenty-one years of age, I am of opinion that interest cannot be allowed on either of these legacies until after the real estate was realized upon by the trustees.

While the legacies are bequeathed as payable at twenty-one, the governing provision of the will, it seems to me, is that the real estate, out of which the legacies could only be paid, should remain unsold for the enjoyment of the widow during her life, and that not until after the realization