

of age, and all are anxious that the sale be carried out, as none of the family now reside upon the property.

The purchaser objects that under the will, the vendors are not able to make a good title. One specific objection is, that by clause 5 a valid restraint on alienation is created. I will deal with that objection, as if no other and as if the 3 sons of testator took an estate—a vested remainder—the widow having an estate for her life.

Clause 5 is as follows: "Furthermore, I do not allow my executors hereinafter mentioned to let any of my lands be sold only to my own heirs—they may buy or sell to each other." It seems to me clear from reading the whole will, that the attempted restraint aimed at, was to meet a situation that the testator in 1886 thought might exist in the then, near future. He attempted to provide for the case of his children having the farm divided by the assessor as he mentioned or in some other way, and each one of his sons living upon his part. In that case if one should desire to sell he should sell to a brother—or a member of his family—and not to a stranger. It was not intended to apply and in my opinion does not apply to the case of all those interested selling. No possible objection could come from any one now living.

The clause attempting restraint on alienation may well be interpreted as meaning, that any of testator's sons holding under the division any part of this land, shall not sell that part to one not an "heir." This objection by purchaser is not valid.

A further objection is raised under clause 6 of the will.

The testator disposed of all his property by clause 2. The widow took it all for her life unless she should marry again. Should the widow marry, two-thirds of all the property should go to the testator's sons, living, at the time of the marriage of their mother.

In the event of the widow not marrying she holds the property for her life and then the property will go to the testator's sons living at time of the death of their mother. Then the testator desired to provide for the case of his widow marrying before the youngest son, Fred Meredith Johnson, became of age. That is not material now, as the widow did not marry and Fred attained his majority many years ago. Then the testator added as part of clause 6, the following: "And should any of the boys marry and