The judgment of the Court was delivered by CLUTE, J.:—I have carefully read the examinations for discovery, which was the only evidence put in at the trial, and . . . I think it clear that the defendant John Spence senior was in and held possession until his mother's death under the will. After he became of age, he undertook the management of the farm and supported the family. Shortly afterwards he was married, and, at his mother's request, a double house was built, he and his wife occupying one portion and his mother and sisters occupying the other portion. Both families were supported from the proceeds of the farm. The daughters, while at home, assisted in the outdoor work of the farm, and Martha, the unmarried sister, continued so to assist till the mother's death in 1907. All that was done by the son John in the way of managing the farm was quite consistent with the terms of the will. . . . He was in possession as tenant for life under the will, and none the less so because he was permitted to act as manager by his mother during her lifetime.

I am, therefore, with great respect, of opinion that the Statute of Limitations would not run in his favour as against any of the children while they remained in possession. See Foley v. Foley, 26 Gr. 463; Bartels v. Bartels, 42 U. C. R. 22; Re Defoe, 2 O. R 623; Houghton v. Bell, 23 S. C. R. 498; Dalton v. Fitzgerald, [1897] 2 Ch. 86; Anstee v. Nelms, 1 H. & M. 225; and Board v. Board, L. R. 9 Q. B. 48. . . .

[Hartley v. Maycock, 28 O. R. 508, distinguiished.]

It is probable that the testator intended to give his son John the use of the east half of the lot. But the will does not say so. It says that the mother is to use the farm as she thinks proper until the son has arrived at the age of 21 years. He is then to get "the east of the farm." I think this language too indefinite to convey an estate, but, in the view I take of the whole will, it is not very material so far as John is concerned.

A clause providing for support and maintenance merely does not give an estate out of the land: Gilchrist v. Ramsay, 27 U. C. R. 500. It does, however, amount to a charge: Robson v. Jardine, 22 Gr. 420.

What interest, then, did the children take under the will? The last clause provides that "the real estate is to belong to the family as long as any of them are alive and to remain the property of my son's heirs." What is meant by the word "family?" In Stroud's Jud. Dict. it is said that the primary legal meaning is "children," and reference is made to the judgment of Jessel, M.R., in Pigg v. Clark, 3 Ch. D. 672 . . . [Reference also to Barnes v. Patch, 8 Ves. 604; Burt v. Hellyar, L. R. 14 Eq. 160.]