erties—which they call their properties—without the intervention or interference of the brother.

And this is the second question, (as I have said, the third question was disposed of at the hearing).

Whatever be the other effects of the order made appointing Walter, it certainly made him a trustee of the will—he therefore is a "future trustee . . . of this my will," and so answers the description in these words under clause 10 of the will. When he went to the United States to live he did "go to reside abroad." I cannot accept the view that "abroad" means "beyond the seas," so that he would be "abroad" if he were in England, and not abroad if he were in the United States. "Abroad" is simply "in foreign parts:" O'Reilly v. Anderson, 8 Hare 101 at p. 104. And that means in any place out of Ontario, whether under the British Flag or not.

But the mere fact of "going to reside abroad" does not ipso facto cause the trustee to lose his office under this will. There have been cases in which such language was employed as that the vacancy in the office came about automatically, e.g., In re Moravian Society, 26 Beav. 101, but that is not so in the present will. When a trustee goes to reside abroad the remaining trustee may appoint one in his stead, but until that is done the emigrant remains trustee. No appointment having been made in the place of Walter, he is still a trustee. I do not think it necessary to express any opinion as to the power of Alfred to make such an appointment now. I hope it may not become necessary to decide that matter, at least so long as Walter remains in Ontario.

The life tenants seem to be irritated by their brother, the trustee, managing the property instead of his allowing them to do so. They seem to think that the property is theirs, and that they should have full control of it. Of course, they have only the property which is given them by the will, and have no ground for complaint if they are not permitted to exercise any dominion over the land beyond what the will provides.

It is argued that they have a life estate in the several properties. No doubt from a very early period in the history of our law, the bequest of the rents and profits of real estate was construed as a devise of the estate itself—and such was the case even when the rents and profits were given only for life, in which case the beneficiary took an estate for life. And the rule was not altered by the fact that such rents and profits were to be given to the beneficiary by the executors. In South v. Alleine, 1 Salk. 228, J. S. devised all the rents and profits of certain