

she should devise the same, the general rule was enforced, and the legatee denied interest until after the year, the Judge remarking, "that he could read no more in the articles than a general direction that the estate should be distributed, according to this will, upon the decease of the testatrix, which could only mean in a reasonable time, and did not supersede the general rules of legal interpretation." And in the case of *Webster vs. Hall*, 8 *Ves.*, 410, where the direction in the will was that the legacy should "be paid *as soon as possible*," the Master of the Rolls (Sir William Grant) decided, "that the legatee was not to receive interest except from the end of twelve months from the death of the testator;" "that the executors were not bound to pay upon the very day of the testator's death, nor was there any precise day upon which they ought to have paid the legacy."

But though the general rule in regard to the time when a pecuniary legacy shall commence to carry interest, when no time of payment is provided for by the terms of the will, is thus inflexibly established, there are exceptions to the rule as firmly settled as the rule itself, and one of these exceptions is, when the legacy is given by a parent to a child, or where the testator stands to the legatee *in loco parentis*, and the latter is otherwise unprovided for, for then, whether a future time is fixed for the payment or not, interest will be allowed from the death of the testator, upon his presumed intention to perform his moral obligation to maintain his child, or the person towards whom he has placed himself in the relation of parent. But if other funds are provided for the support of the legatee, then whatever may be the relation in which the testator stands to the former, the general rule applies. The exceptions are stated and proved in the case of *Sullivan vs. Winthrop et al.*, before referred to by numerous authorities, and neither can nor have they been questioned.

In this case it is undeniable that another and ampler fund was provided for the maintenance of the complainant, Mary, by the provisions of her father's will, and it is admitted that the injunctions of this will have been by the defendant, Donnell,