

complied with in the most liberal manner; the facts agreed upon showing, that from the death of his wife, on the 23d of April, 1839, to the 17th of March, 1840, when the said complainant may, by the terms of her father's will, become entitled to the actual enjoyment of one moiety of his estate, he expended upon her education and support about \$1,500 per annum. That the provision in the will of Mr. Williams for the maintenance and education of his daughter, does not amount to a mere recommendation, to be followed or not according to the discretion of the person to whom it is addressed, but, on the contrary, the language employed raises a trust which Chancery will enforce, is proved by the case of *Tolson vs. Tolson*, 10 *G. & J.*, 159, where terms less imperative were adjudged not only sufficient to create an obligation, but to constitute a charge upon real estate.

The case then stands clear of any influence which the relation existing between Mrs. Donnell and the complainant, Mary, would otherwise exert upon it if the latter had been destitute of the means of support, and is to be decided without reference to that relation or the moral duties it imposes.

The argument of the complainant's counsel is that, by the express terms of the marriage articles, upon the contingency which actually occurred, the sum or value of \$20,000 was to be set apart, immediately upon Mrs. Donnell's death, for the use of the complainant, Mary, and the time being thus definitely fixed by the will, interest is to be paid from that period. This brings us to inquire, whether the time when this value of \$20,000 is so to be set apart, is so absolutely fixed by the terms of the marriage articles as to entitle the complainant, Mary, to interest upon it from the death of her mother, though the general rule of the law would not so entitle her until a later period? We have seen that the words "*forthwith upon the decease*" of the testatrix, and that the legacy shall be paid "*as soon as possible*," have not been regarded of sufficient force to supersede the general rules of legal interpretation, and yet I think it must be admitted that this language is quite as strong as the terms employed in these articles.