50 acres, and to my son Joseph Charron the west half of lot number 8, also on Lake St. Clair in said township of Rochester, and to my son Olivier the east half of the said lot number 8 in said township, containing also 50 acres. To have and to hold to each of them for and during their natural life respectively, and if they should marry, after their and such of their decease to have and to hold to their surviving wife respectively, and on the demise of their or each of their wives to have and to hold to their children respectively and their heirs forever. And I give devise and bequeath to my three sons Gilbert, Olivier, and Joseph, the south part of lot lettered A also on Lake St. Clair in said township of Rochester, containing 50 arpents, to have and to hold to them as is aforesaid mentioned, provided that they pay out of their share of money or otherwise to my executors hereinafter named the sum of $500 to be disposed of by my said executors in paying my debts and other bequests, and I give devise and bequeath to my son Gilbert Charron the north part of the aforesaid lot lettered A, containing also 50 acres, in said township of Rochester, to have and to hold to him etc. as aforesaid and not otherwise.''

The land in question is, in the devise to the three sons, ''the south part of lot lettered A . . . containing 50 arpents, to have and to hold to them as is aforesaid mentioned, provided . . . .'' The learned trial Judge seems to have interpreted the words ''as is aforesaid mentioned'' as importing into this devise a devise to the wives and children of the three named sons, and held that the limitation could not stand in law. I do not agree as to the effect of the words ''as is aforesaid mentioned;'' it is, ''to hold *to them* as is aforesaid mentioned,'' not to hold to their surviving wives respectively or to have and to hold to their children. These limitations are all mentioned in the preceding devise; but in this they are not. What is ''aforesaid mentioned'' as to having and holding *''to them''* is, ''to have and to hold to each of them for and during their natural life respectively;'' and the whole clause now under consideration, and every word of it, can be given full effect by holding that these are the limitations meant. After the life estates there is an intestacy, as the will makes no provision beyond these life estates. The interpretation contended for would compel us to leave out ''to them'' or to import other words, either of which courses is wholly inadmissible.

We were pressed with the judgment of the Chief Justice of the King's Bench in Re Sharon and Stuart, supra. That deci-