

more or less violence to the testator's language. The son's argument rejects the words "subject to the provisions hereinafter contained as to insurance moneys," and makes the estate divisible into three equal portions; but far more serious, to my mind, is the fact that the contention, if correct, imputes to the testator an intention which it is, in my view, impossible to think is his real intention, of leaving \$18,000 undisposed of as the result of a clause of this kind.

Far more reasonable is the view that the will may be read as though it were written thus: "My residuary estate shall be divided into three portions so that, regard being had to the insurance, there may be equality, and that one portion, reduced by the insurance payable directly to her, be given my wife; one portion, reduced by the insurance payable to them, be paid my sisters; and the remaining portion be set apart for my son." This I believe to be more in accordance with the expressed wishes of the testator. At the same time I am very sensible of the difficulties in this construction, and can only express my regret that the learned draftsman was so far impressed with the idea that the true function of language is to conceal thought as to adopt this peculiar way of expressing this intention.

Upon the argument I refused to admit in evidence paragraphs 4 and 7 of the affidavit filed in support of this motion, and directed these paragraphs to be stricken from the affidavit.

Costs out of the estate.

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NATURAL RESOURCES LIMITED v. SATURDAY NIGHT LIMITED—  
MASTER IN CHAMBERS—FEB. 7.

*Pleading—Statement of Claim—Libel—Irrelevancy—Suggestion of Motive—Notice of Action—Striking out Parts of Pleading—Leave to Amend.]—Motion by the defendants to strike out paragraphs 5, 6, 7, 9, and 10 of the statement of claim, or parts thereof, as irrelevant and embarrassing. The action was for libel. The publications complained of were contained in the issues of the defendants' weekly newspaper of the 19th March, 2nd April, 16th April, and 18th June, 1910. The plaintiffs asked for damages and an injunction restraining the defendants from further publication. By the first four paragraphs of the statement of claim the plaintiffs alleged that they carried on a large business in British Columbia, had made large invest-*