

Clause 20 was as follows:—

"And I do hereby, pursuant to the provisions of the statute in that behalf, declare that any policy or policies of insurance on my life which may be in existence at the time of my decease, and all money and other benefits and advantages to be derived therefrom, shall be and accrue for the benefit of my wife and children in the proportions and in the manner in which the other portions of my estate are given to them and for their benefit as hereinbefore mentioned. And I declare that such provision shall apply to the policies which are now in existence as well as to any other policy or policies which may hereafter be issued and that any and all of the amounts received by my executors or trustees under such policies or as interest on the moneys arising therefrom shall be held by them upon and subject to the trusts above mentioned and be distributed among my wife and children in the same way and manner as the other portions of my estate."

The learned Judge said that, on a careful consideration of the whole will and of the codicil, he was of opinion that what the testator intended to accomplish was to continue to the four beneficiaries above-named (Grace Anderson being substituted for Robert P. Anderson) the benefits of the respective policies payable to them; and that clause 20 should apply to and include insurance moneys not already made payable to named beneficiaries — just as if the word "other" had been used in clause 20 so as to make it read, "I . . . declare that any *other* policy or policies," etc. Such a reading makes all parts of the will and the codicil consistent with each other, and removes the doubts entertained by the executors.

The practice of supplying words is not one to be lightly adopted, and should not be adopted where a sensible meaning can be given to the whole will without their introduction; but see *Key v. Key* (1853), 4 De G.M. & G. 73, 84, 85; *Phillips v. Rail* (1906), 54 W.R. 517.

Order declaring accordingly—costs of all parties out of the estate, those of the executors as between solicitor and client.

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LATCHFORD, J.

JUNE 5TH, 1920.

BONNER-WORTH CO. v. GEDDES BROTHERS.

*Contract—Sale of Goods—Shipments not Made in Due Time—Right of Purchasers to Cancel Contract—Purchasers Treating Contract as Subsisting—Waiver—Recovery of Price of Goods Shipped up to Time when Vendors Received Notice to Discontinue Deliveries.*