provide her with proper clothing. This trust cannot be fulfilled in any part. There is no suggestion that in case she dies before the testator her share is to go to Father Whibbs. It is only the remainder of her share which is to go to him in case she dies before such share is exhausted by payments for the purpose for which it was given. The wording shews that the testator was uncertain as to whether there would be anything left over after his daughter was provided for or not. But, if there was, he directed how it was to go. It is clear that the daughter was the chief object of his bounty; that, she having died in the lifetime of the testator, no part of the bequest to her could have been expended in the manner provided by the will; and there was, therefore, no remainder of the shares so bequeathed to her that could as such go to Father Whibbs.

It is urged, however, that reading the whole will and especially the clause which shews that the receipt of Father Whibbs should be a good and valid discharge, it clearly indicated an intention of the testator that he should be a beneficiary in any event. I do not think so. The latter part of the clause clearly shews that such was not the intention of the testator, in my opinion. His receipt would be a valid receipt if the occasion arose for payment, but it is still, even in that clause, recognized as a receipt for the share of his daughter Edith Shannon.

The principal cases relied on by counsel are collected in Theobald on Wills, 6th ed., p. 751, where it is said: "The interests of those taking in remainder do not fail by the death of a tenant for life before the testator. But if an absolute interest is given, and the testator then proceeds to settle the share, the question is whether what is settled is a share to which the legatee has become entitled by surviving the testator, or whether the settlement is of the share which the legatee would have taken if he or she had survived. . . . In the former case the gift fails if the legatee dies before the testator, in the latter case it does not."

For the first proposition are cited: Stewart v. Jones, 3 DeG. & J. 532; In re Roberts, Tarleton v. Bruton, 27 Ch. D. 346, and 30 Ch. D. 234; and for the latter: In re Speakman, Unsworth v. Speakman, 4 Ch. D. 620; In re Pinhorne, Morston v. Hughes, [1894] 2 Ch. 176; In re Powell, Campbell v. Campbell, [1900] 2 Ch. 525; In re Whitmore, Walters v. Harrison, [1902] 2 Ch. 66. These cases are all