

ORDE, J., in a written judgment, said that the testator died on the 18th August, 1919, leaving a will dated a few days before his death, by which, after appointing executors, declaring that the provisions for his wife were to be in lieu of dower, and making certain specific bequests, he directed the executors to set apart a sufficient sum to provide an annual income of \$4,000 for his wife. He then directed that the sum of \$12,000 should be set apart and invested and one-third of the income thereof paid to each of his three grandchildren upon arriving at the age of 21 years, and \$4,000 paid to each upon arriving at the age of 27; but, should any of them die before attaining the age of 27, the share or shares of the one or two so dying should be paid to the survivor or survivors, and so also with regard to the interest upon the share or shares of any dying before reaching the age of 27. Until the three arrive at 21, the income from the \$12,000 was, the testator directed, to form part of his estate. The whole of the residue of the estate was given equally amongst the testator's children, share and share alike. Then, after certain provisions as to selling and investment, the will concluded with the clause which required interpretation, and which was as follows: "Should any of my children predecease me I direct that the share of said child so dying before me shall go and be given to and distributed equally amongst the child or children of such child of mine predeceasing me."

The testator left surviving him his widow and five children and the three grandchildren referred to, then aged 19, 14, and 11 respectively, all children of the testator's daughter Sarah Caroline Watt, who had died on the 5th April, 1911—8 years before the date of the will. There were no children of any other deceased child.

The question was, whether or not the three grandchildren, whose mother died prior to the making of the will, were intended to enjoy the benefit of the provision for representation of deceased children.

The learned Judge referred to *In re Gorringer*, [1906] 1 Ch. 319, [1906] 2 Ch. 341, 346, 347, 348; S.C. in Dom. Proc., sub nom. *Gorringer v. Mahlstedt*, [1907] A.C. 225; *In re Brown*, [1917] 2 Ch. 232; *Loring v. Thomas* (1861), 1 Dr. & Sm. 497; *Barraclough v. Cooper* (1905), reported in a note to *In re Lambert*, [1908] 2 Ch. 117, at pp. 121 *et seq.*; *In re Williams*, [1914] 2 Ch. 61; *Re Kirk* (1915), 113 L.T.R. 1204; *Taylor v. Ridout* (1862), 9 Gr. 356; *Re Fleming* (1904), 7 O.L.R. 651; and said that the words "Should any of my children predecease me" plainly had reference to futurity. To say that these words alone could be intended to refer to the death of a daughter who, to his knowledge, was already dead, was not giving them their natural meaning.