

found on the face of the will to deal with all the testator's property, and the difficulty does not arise from events having happened which were not contemplated by the testator, but from the imperfection of the language used, every endeavour must be made to find a meaning in the will to which effect can be given, and only when no such meaning can be found is the Court justified in saying that, in the face of the express intention to die testate, the testator, by reason of his failure adequately to express his intention, died intestate.

In the will before me the testator clearly indicates his intention to dispose of all his estate. He gives his house to his widow and a cottage to his sisters. The bulk of his estate, some \$100,000, falls under the residuary clause. "All the rest residue and remainder of my estate real and personal of all and every kind nature and description whatsoever and wheresoever situate" is to be "divided into three equal portions (subject to the provisions hereinafter contained as to insurance moneys)," and "one portion thereof, less the sum of \$10,000 represented by a policy or policies of insurance on my life payable to my said wife, if such insurance moneys are paid to her, or less such portion of such insurance moneys as shall be paid to her, be transferred or paid to my wife absolutely," and "one portion thereof, less the sum of \$8,000, represented by a policy or policies of insurance upon my life payable by my said sisters, if such insurance moneys are paid to them, or less such portion of such insurance moneys as shall be paid to them, be transferred or paid over to them (my said sisters) absolutely in equal shares." And the remaining "one-third portion" be given to his son absolutely.

The son and widow contend that under this clause the estate must be divided into thirds, and that \$10,000 must then be deducted from the widow's share and \$8,000 from the sisters'; and that, there being no disposition of this, it passes as upon an intestacy, one-third to the widow and two-thirds to the son.

The sisters, on the other hand, contend that there was no intention to die intestate, and the intention was to so divide the testator's own estate that, regard being had to the insurance paid to the wife and sisters, over which the testator did not attempt to assert any dominion, the result would be equality.

The widow, it is admitted by the sisters and son, is not concerned in the result, as in either case she receives one-third of the \$18,000. If the son is right, he takes on his contention two-thirds, and the sisters no portion of this sum. The contest is really between the sisters and the son. Either contention does