

at one time were anxious to co-operate in securing this, by their refusal, as well as in consequence of the personal liability which might attach, this Act became necessary, and it sought a confirmation of the Indenture, and made it compulsory upon the Trustees to carry out its provisions.

The question of the Will only arose incidentally, and the Act does not assume to deal with the Will, or to alter or affect its provisions *as such*. It only became necessary to refer to the Will, in order to ascertain wherein the Indenture and it could fairly be said to be in conflict, and the opponents of the Bill could only point to one particular, viz: the Will provided that in case any of Mr. Goodhue's children should die before their mother, the children of the child so dying should be entitled to their deceased parent's share; or in other words, such an accident or contingency happening, the grandchildren of the Testator should occupy the position of their parent; the Testator's own children, and not his grandchildren, being the primary objects of his bounty, and the grandchildren only becoming entitled by way of substitution for their parents.

The opponents of the Bill then in effect required that it should first be ascertained whether any of the children should pre-decease Mrs. Goodhue; if not, no grandchild would have any interest, and then the children could deal with their shares as they pleased. The bare possibility of a child so dying, was a sufficient reason with the opponents to defer indefinitely, and for the advantage of strangers, (the Trustees) the enjoyment by Mr. Goodhue's family of any share in his large estate.

It seems not unreasonable, that weighing these considerations, the Legislature should, in the exercise of its proper functions, have given effect to the latter, and not to the former view.

A misconception would appear to have been purposely created, that this Bill either made a new Will for the Testator, by giving effect to declarations of a contrary character, or altered its provisions, or destroyed limitations under which the Testator intended his estate to devolve upon his grandchildren, passing over his children, or giving them only a limited interest; and also further, that certain sums settled by the Testator were the benefits he intended for his