policy of insurance on my life in favour of my son Edwin for $2,000, and I appoint my said executors trustees thereof, and the payment to my said trustees by the insurance company of the said sum as guardians of my son Edwin shall be considered a valid and lawful payment of the amount payable under said insurance policy.

All the rest and residue of my estate shall be given to my son Edwin when he comes of age.

R. T. Harding, for the executors and some of the children of the testator.

E. C. Cattanach for the Official Guardian, representing the infant, Edwin Schellenberger.

MIDDLETON, J.:—The construction of this will is by no means easy, and the difficulty is increased by the change in the testator's circumstances between the making of the will and his death. The farm devised to Edwin at the date of will was free from incumbrance. Subsequently the testator mortgaged it for $5,000. Under an order made by my brother Sutherland it has been sold, producing $3,646.85 over and above the amount due upon the mortgage.

Several questions arising on clause 5 of the will can best be first dealt with. I think this clause must be read as though the words "to pay" followed the word "executors" in the first line of this clause—unless this is done the clause would be meaningless. This is in accordance with the rule to be derived from the cases in Theobald, 6th ed., p. 724. See also May v. Logie, 23 A. R. 785.

So read, the gift, as to the $5,000 at any rate, is of a legacy payable generally out of the testator's estate, and collaterally charged for the protection of the legatees upon the lands specifically devised to Edwin, who is also the residuary legatee and devisee.

The $1,500 stands in a somewhat different position. The executors are to pay "$1,500 from a mortgage which I hold." At the date of the will the testator had a mortgage of $1,800—before his death this had been paid off. This legacy is demonstrative; the testator indicates the source from which the money to be used for payment of the legacy is to be derived. Had he given the mortgage or the money invested in the mortgage, the legacy would have been specified, and have failed by the failure of the particular fund: Dean v. Test, 9 Ves. 146.