

man's share; and that whatever sum these deductions amounted to would include the \$2,782; or, in other words, that the \$2,782 is part of the total to be deducted.

Paragraph 20 does not say that the \$2,207 therein mentioned is the only amount Norman has received, or that \$2,782 is the only amount that is to be deducted. The direction that the \$2,782 is to be charged "without interest" was made, to my mind, to exclude the possibility of Norman being charged with the interest on the \$575 which that paragraph directed the estate to pay to George; and does not shew an intention to limit the charges against Norman's share to the \$2,782.

From the language of paragraph 7, it is evident that the testator contemplated the possibility of his making further advances to one or other of his children after the making of his will; and, as it is unlikely that he knew what such further advances would be, it is not reasonable to suppose that he intended to limit the deductions to be made against Norman to the amount mentioned in paragraph 20, while there was the possibility of further advances being made to him. This is not in keeping with the general spirit and intention of the will.

While I have come to the conclusion, on consideration of the language and general intention of the will, that paragraph 7 is to apply to Norman's share in the same manner as to the shares of the other children, certain circumstances in connection with the will confirm the view I have taken.

Evidence was tendered of the intention expressed by the testator after the will, tending to shew that he intended to benefit Norman to a greater extent than the other members of his family. This evidence, however, is not admissible. In *Jarman on Wills*, 5th ed., p. 384, it is stated that parol evidence of the actual intention of the testator being inadmissible for the purpose of controlling or influencing the construction of the written will, the language of the will must be interpreted according to its ordinary acceptation, or with as near an approach to it as the context of the instrument and the state of the circumstances will admit of.

The "family book" shewed that in April, 1904, the amount to be chargeable against Norman was \$2,207, and that between that time and the making of the will further advances were made to him and charged in the book. It appears that in April, 1904, the testator made a will which contained in exact words the provisions of paragraphs 7 and 20 of the present will. The circumstances that the amount chargeable in 1904, against Norman, as shewn by the "family book," corresponded with the