left for the purpose of being filled up by any testator who might happen to use the form. When the form is filled up as a will it must be read according to ordinary loose English grammar and ideas. There is one rule of construction, which to my mind is a golden rule, viz., that when a testator has executed a will in solemn form you must assume that he did not intend to make it a solemn farce—that he did not intend to die intestate when he has gone through the form of making a will. You ought, if possible, to read the will so as to lead to a testacy, not an intestacy. This is a golden rule."

In that case the Court found it possible to give a meaning to the words used, notwithstanding the existence of a blank in the document; but here no such result follows, and I am governed by what is said by Sir W. Page Wood in Hope v. Potter (1857), 3 K. & J. 206, 210: "The question is, whether the Court can find, on the face of the will, enough to enable it to give a sensible meaning to the words; for, if it cannot, the Court is not at liberty to avail itself of this hazardous course of supplying words; nor do I see, supposing I had been put in that difficulty, how I could safely have supplied the words which have been suggested. That some words have been omitted seems to be very probable . . . but I must have a clear conviction, amounting to necessary implication, that the words which I am called upon to supply are the proper words, otherwise I am not at liberty to supply them."

As put in the leading case of Abbott v. Middleton (1858), 7 H.L.C. 68, by Lord St. Leonards, at p. 94: "You are not at liberty to transpose, to add, to subtract, to substitute one word for another, or to take a confined expression and enlarge it, without absolute necessity. You must find an intention upon the face of the will to authorise you to do so. When I say, 'upon the face of the will,' you are, by settled rules of law, at liberty to place yourself in the same situation in which the testator himself stood. You are entitled to inquire about his family and the position in which he was placed with regard to his property." . . .

[Reference also to Taylor v. Richardson (1853), 2 Drew. 16.]

In the case in hand it may be that the testatrix intended to give everything to her mother; but she has not said so. I cannot infer from the fact that the mother is named as trustee and as executrix an intention that she should take everything beneficially; and that is all that appears upon the face of the will.

The argument was made that, the mother being appointed executrix, and there being no disposition of the beneficial inter-