

ORDE, J.

OCTOBER 22ND, 1920.

## \*RE TREMBLAY.

*Will—Construction—Gift of whole Estate to Parents of Testator—Guardianship of Testator's Infant Children also Given to Parents—Aggregate Gift—Election—Acceptance cum Onere or Rejection—Maintenance and Education of Infants.*

Motion by the Capital Trust Corporation, administrators with the will annexed of the estate of Albert Tremblay, deceased, for an order determining questions as to the meaning and effect of the will of the deceased.

The motion was heard in the Weekly Court, Ottawa.

J. P. Labelle, for the applicants.

A. C. T. Lewis, for the Official Guardian.

No one appeared for Vanance Tremblay and Emma Tremblay.

ORDE, J., in a written judgment, said that the will was written in French and correctly translated in the letters of administration as follows:—

"I the undersigned being about to die desire and order that all will made previous to this day be annulled by the present will and I bequeath all the property I am possessed of or all interests that may come be bequeathed to my father Vanance Tremblay and my mother Emma Tremblay my children and all that I possess or is due to me and I make this will being sound of mind and before the witnesses who have signed their names."

The testator died on the 23rd May, 1920, leaving three infant children (one of whom had since died) and his father and mother.

Upon the true construction of the will, the children were not the objects of the gift but the subjects of it—the testator gave his whole estate together with his children to his parents. There was no reason for inserting the word "for" or the word "and" before the words "my children."

The gift is in favour of Vanance Tremblay and Emma Tremblay alone, and the infant children are not direct objects of the testator's bounty.

As a general rule, a guardian is under no obligation to expend his own money upon the maintenance of his ward: Halsbury's Laws of England, vol. 1, p. 130. But, in ordinary circumstances, the acceptance of the office of guardian would, either by arrangement or otherwise, involve some obligation to maintain and educate the infants. It was not conceivable that the testator could have intended that his parents should accept the gift of