

full effect can be given to the words used—"moneys, property, or interests"—by treating them as referring to the personal property which was covered by the settlement. By the settlement this family residence was treated as a thing apart, and entailed. The other property settled was left subject to the power of appointment given to the testator's widow. The whole scheme of the testator's will is that the son shall have this ancestral residence, to be kept up and maintained, and that he shall have a double portion for the purpose of keeping it up and maintaining it. What the testator desired to have credited upon the portions set apart for the different children was, in the first place, any sum settled on the marriage of that child, and in the second place any sum which the child might receive under the power of appointment contained in his own marriage settlement. In effect, his desire was to neutralise in this way the power of discrimination given to the widow under the settlement.

This view is much fortified by clause 22, which provides as follows: "The bequest of \$200,000 to my son, being twice the amount left to each of my daughters, is made upon the condition that, after he comes into possession and ownership of the Glen Edyth property, he shall keep up and maintain the house with sufficient grounds about it, not less than ten acres, as a gentleman's residence; and that, in default of his doing this, he shall only receive an equal share with my daughters, and that the additional \$100,000 so forfeited, and which but for this provision he would be entitled to under the fifteenth paragraph of this my will, shall become part of my residuary estate."

This clause could have no operation if the descent of Glen Edyth to the son wiped out and more than wiped out the fund to be provided for its maintenance.

The next question arises under the two settlements above referred to, upon the marriage of Mrs. Cambie and Mrs. Houston. These settlements contain the hotchpot clauses above quoted; each of these clauses being operative only "if the testator does not by his will direct to the contrary."

I think clause 16 of the will, above quoted, is a direction to the contrary, and is the controlling and operative provision, superseding the hotchpot clauses in the settlement. The sums received by the children under the testator's marriage settlement, and the sums settled upon the two daughters, are to be brought into hotchpot and treated as part of the \$100,000 and \$200,000 to be raised and settled under clause 15.

Then the question is raised, upon what basis are these settled