Held, that the trustees took as a class, *i.e.*, one share between them, equal to the shares taken respectively by the legatees; for looking at the whole will, it appeared that the testator was speaking of the trustees in their official capacity, and regarding them as one legal person.

It is a principle of construction that the same meaning shall, as far as possible, be given to the same words in the same will.

Where there is a bequest of a share of the residuary estate to executors it is not to be inferred that the bequest was given in lieu of compensation, as in the case of a legacy of a definite sum, but it is nevertheless one of the elements to be considered in dealing with the question of compensation:

Held, that in this case, the executors were entitled to compensation, notwithstanding a bequest to them of a share of the residue, because the amount of the residue was, when the will was made and after the testator's death, a matter of extreme uncertainty; nevertheless, no per-centages should be allowed on the share of the residue, which the executors took under the residuary clause in the will.

Held, also, that the executors, in this case, should be charged with interest upon the residue in their hands after the time when it was distributable: and the annual rate of interest charged accordingly upon if from the time when it might properly have been distributed, or appropriated, down to the time of its actual payment, or if not yet paid down to the present time. *Boys' Home of the City of Hamilton* v. *Lewis et al.*, 18.

2. *Will — Construction — Devise for life—Impeachment for waste.*]—A testator devised certain lands as follows:—"I will, devise, and bequeath unto my wife for and during her natural life all that parcel of land (describing it) * * I also will and bequeath unto her, my beloved wife, everything, real and personal, within and without; and it is hereby understood that the property above described shall be under the control of my said beloved wife. After the demise of my wife it is my will and pleasure that the aforesaid real estate should descend to my nephew and his heirs." The testator had no other real estate than the said lands, and there was nothing else to which his language, importing that his wife was to have control of everything, real and personal, could be referred.

Held, nevertheless, that the intermediate clause had no effect on the life estate expressly given to the wife, and there was nothing to change or enlarge the usual character of such life estate, so as to render her dispunishable for waste.

White v. *Brigge*, 15 Sim. 17, *S. C.* in App. 2 Phil. 583, distinguished. *Clow* v. *Clow*, 355.

3. *Will—Construction—Codicil—Substitutional gift — "Heirs" — "Children."*]—A testator, after making certain bequests to his wife, directed that after her death, his executors should sell all his estate, real and personal, and after providing for certain pecuniary legacies, should give the legal interest on one-fourth of the remaining proceeds of his estate to his daughter E., to be paid to her yearly during her life, and after her death to be divided among her surviving children. By a codicil he willed to "E. and her heirs that share or division of my estate, as referred to in a former