

from his brother George) had been advanced prior to the making of the will, and that the will provided for a charge against each child's share of any further amounts which the testator might charge in the "family book" against such child.

These paragraphs are as follows:—

"7. Whatever moneys or stocks I have given or advanced to any of my children during my lifetime, whether charged in my family book or not, and any further amounts for which I shall hold notes against any of my children or which I shall have charged against any of my children in my family book, shall be deducted from their respective shares in my estate.

"20. My son Norman has received from me the sum of \$2,207, and he has received from my son George \$575; therefore, I direct my executors to pay to my son George \$575 and interest at five per cent. from April 26, 1904, and to deduct from the share of my son Norman in my estate \$2,782, but without interest."

The evident intention of the testator, to be drawn from the whole of the will, was to treat all his children as nearly as possible alike, and to have them benefit equally from his estate, regard being had to advances made to them during his lifetime.

An illustration of this is shewn in paragraph 8 of the will, where he directed that each of his unmarried children should, on his or her marriage, receive the same amount of cash (\$500) and the same "wedding outfit of bedding, clothes," etc., which each of the children then married had received at the time of his or her marriage.

On this view of the intention, the question arises: are paragraphs 7 and 20 inconsistent to the extent that paragraph 20 excludes the application of paragraph 7 to the bequest made to Norman?

If this question can be answered in the affirmative, I would feel bound to hold that paragraph 20 should prevail: *Sims v. Doughty*, 5 Ves. 243; *Constantine v. Constantine*, 6 Ves. 100.

My view, however, is, that this is not a case of an inconsistency, with a direction in one clause and a different one in another. I think the two clauses can be read together, the meaning to be taken from them, when so read, being that, so far as Norman is concerned, whatever moneys or stocks the testator had given or advanced to him during his (the testator's) lifetime, and any further amounts for which the testator would hold notes against Norman, or which he should charge against Norman in the "family book," would be deducted from Nor-