January, 1906. Her husband died on the 15th October, 1916; by his will, made in 1902, he left all his property to his wife. At the time (1906) when the wife made her will, her property consisted of a small sum of money, a promissory note, and some chattels, amounting in all to about $400; and this probably remained to the time of her death. From her husband's estate she received some $10,000, including insurance.

By the wife's will she gave her son Clarence $25; her daughter Rose, $50, a shawl, and a set of furniture; her daughter Stella, "all the rest residue and remainder of the moneys or securities for money I may die possessed of" and certain enumerated chattels.

It was argued that the terms of the will pointed to the distribution of the estate which the testatrix had at the date of the will, and did not operate upon the property which was acquired by the testatrix from her husband.

Section 27 of the Wills Act, R.S.O. 1914 ch. 120, provides that "every will shall be construed, with reference to the real and personal estate comprised in it, to speak and take effect as if it had been executed immediately before the death of the testator, unless a contrary intention appears by the will."

Reference to Plumb v. McGannon (1871), 32 U.C.R. 8, 16; Everett v. Everett (1877), 7 Ch. D. 428, 433, 434; Vansickle v. Vansickle (1884), 9 A.R. 352, 354; Theobald on Wills, 6th ed., p. 130; Jarman on Wills, 6th ed., pp. 409, 413; Castle v. Fox (1871), L.R. 11 Eq. 542, 551; Georgetti v. Georgetti (1900), 18 N.Z. L.R. 849.

It was pointed out that, when the will was made, the daughter Stella's portion given by it would be only $200, but, if effect were given to the statute, she would receive $10,000; and it was strenuously argued that such a result was not possible. But how could it be said *from the will* that the woman who gave all her property, save two small sums, to her daughter in 1906, did not intend the same daughter to take all her larger fortune in 1916?

Testimony to shew what the testatrix intended in 1916 was inadmissible: the will must speak for itself, and the contrary intention must be shewn on the face of the will.

Finally, it was argued that, on the will, the daughter Stella was put to her election between the "moneys" and the "securities for money" because the word "or" was used. There would be an intestacy if these words were so used that the one or the other only passed. No case can be found in which "or" has not been read as "and" to avoid such a result. It could not be doubted that the intention was, the gift being of the residue of "moneys or