payable to his wife, and was not otherwise dealt with save by the provisions contained in his will. By his will he gave his homestead to his son Herbert Edward, charged with the payment of certain legacies in favour of his brothers and sisters. This farm had come to the testator from his father, charged with the payment of an annuity in favour of his mother and some legacies in favour of the testator's brothers and sisters. The deceased then directed that the insurance money over which he had control by reason of his wife having predeceased him should be divided between his sons and daughters, share and share alike. He then provides that if enough money is not realised from the sale of his interest in another parcel of land, and the money to his credit in the bank, and upon a note (which was paid off in his lifetime) to pay his brothers' and sisters' legacies, "the balance to come out of the insurance money I have in the Independent Order of Foresters."

The contention made on behalf of the son is that the insurance money must under the terms of the will be applied in discharge of these legacies and that this provision found in the later clause derogates from the gift contained in the earlier clause. The contention on behalf of the other infants is that the earlier clause in the will amounts to an instrument operative under the Insurance Act, and that the later clause is nugatory.

I do not think this is so. I think that the two clauses in the will can be read together, and that the effect is to give the insurance money to the children, subject to payment thereout of the money necessary to discharge the legacies due to the testator's brothers and sisters.

The principle applicable is that acted upon by Mr. Justice Anglin in *Re Wrighton*, 8 O. L. R. 630: "the very instrument conferring title . . . makes that title subject to the payment" of the legacies.

Mr. Meredith argues that the insurance policy is sufficiently identified in the earlier clause, but insufficiently identified in the later. I think the two clauses must be read together and that possibly neither clause under the statute (as it was at the date of the will and at the date of the death) sufficiently identifies. But if the identification is sufficient, then I think that the two clauses must be read together.

This may be so declared. Costs out of the estate.