

The will first provides for the residence of the testator's widow at Glen Edyth and for its upkeep during her lifetime. None of these provisions are now material, save as they may incidentally throw light upon the meaning of the whole will.

By clause 15 provision is made for the raising of the sum of \$100,000 for each of the daughters of the testator, and \$200,000 for the son.

By clause 16 provision is made for the charging against these sums of any moneys which any of the children might receive under the testator's marriage settlement, or which they had received under their marriage settlements; and by clause 18 a provision is made for the distribution of the residue of the estate between his children in such a way that the son should receive twice as much as each daughter.

The several questions which arise upon the will and settlements depend mainly upon the true meaning of these three clauses. . . .

The first question arises in respect of the son's position, in view of the fact that Glen Edyth is given to him by virtue of the original marriage settlement. Is this a property which he must bring into hotchpot under clause 16? If it is, its value far exceeds the \$200,000 therein mentioned.

The clause in question reads: "16. I hereby declare that the moneys, property, or interests which any of my children shall receive or be entitled to under the marriage settlement (between myself and my wife, dated the 15th November, 1871, and of which William Henry Boulton and William Cameron Chewett were the original trustees, and of which the present trustees are Melfort Boulton and Nicol Kingsmill), or pursuant to any of the terms thereof, or any moneys, property, or interests which any of my children shall receive or be entitled to under any settlement made or to be made upon the marriage of any of them, shall be brought into hotchpot in adjusting the amounts so to be set apart; it being my intention that the provision made in the preceding paragraph for my said children shall be supplemental to the provision which they or any or some of them may receive under any such settlement, to the intent that the amount received from any such settlement and the amount to be received under this my will shall make up the said amount of \$100,000 for each of my daughters, and \$200,000 for my son."

I have come to the conclusion that the testator in this clause was not referring to the Glen Edyth property at all, and that