

grafted upon a clear and express bequest. There is no inconsistency or repugnancy between the general words bequeathing the five thousand dollars, and the specific directions which are given for the investment of it, and for the disposal of the remainder of the fund after the death of Mrs. Hawkens. Nor is it a case where mere directions as to enjoyment are attached to an absolute gift. It is simply a case where general words are clearly governed by restrictions unequivocally expressing the intention of the testatrix to limit the bequests in a particular and proper manner.

Mrs. Mitchell in the clause under construction plainly stated her intention that Mrs. Hawkens should enjoy for life the interest only of the five thousand dollars, with a right to part of the fund itself in certain circumstances, and then only to the extent the manager of the Royal Trust Company might in his discretion deem proper. Upon the death of Mrs. Hawkens her children, if any survive her, take the fund or so much of it as may remain in the hands of the executor. Should Mrs. Hawkens leave no issue, the fund will pass to her sisters Estelle and Bonnie. There will be judgment accordingly.

It may be added—though the point may not properly be one for determination here—that as a consequence of the interpretation I have given, the assignment from Mrs. Hawkens to her father cannot affect the rights of her children, and the executors cannot safely transfer to him the fund which he has claimed.

Costs of all parties out of the estate of the deceased.

LATCHFORD, J.

DECEMBER 13TH, 1912.

GOWER v. GLEN WOOLLEN MILLS, LTD.

*Master and Servant—Negligence—Liability Covered by Insurance—Election to Proceed without Jury—Workmen's Compensation for Injuries Act—Notice not Given in Time—Factories Act—Necessity to Guard Shaft of Elevator—Proximate Cause—Common Law—Defective System—Conflict of Evidence—Volunteer.*

Action by Arthur Edward Gower, an infant, aged 19, against the defendants for injuries sustained by him while in the defendants' employment, on the 15th December, 1911.

T. J. Blain, for the plaintiff.

E. E. A. DuVernet, K.C., and B. H. Ardagh, for the defendants.