

executors and trustees were directed to pay over the interest and revenue arising from my said son's portion, until he arrived at the age of twenty-four years, to his mother, for his support, maintenance, and education, with a provision enabling them to apply the interest and income for the same purposes in case of the death of the mother.

After the testator's death, his wife received the \$10,000 payable under the policies in her favour, and his sisters received the \$8,000 payable under the policies in their favour.

The questions to be answered are, whether, upon the true construction of the will and in the events which have happened, part of the residuary estate to the extent of \$18,000 is undisposed of, and, if so, in what manner is it now to be dealt with.

Looking at all the dispositions of the will, there is little reason for thinking that the testator had any intention or desire to leave any portion of his estate undisposed of; but the question is, whether he has so expressed himself as to prevent that state of matters with reference to the \$18,000 in question. If he has failed to express himself in language which, reasonably construed, is found to involve its disposition, then it must be left to the disposition which the law, in that case, makes of it. . . .

But, in seeking to ascertain the meaning of the language a testator has used, the Court is to have regard to the circumstances of which he was aware and to endeavour to give effect, as far as possible, to the general intent to be gathered from a perusal of the will.

It appears tolerably certain that the testator expected and believed that upon his death his wife and sisters would receive from the respective insurance companies the amounts of the various policies payable to them. And it is equally certain that he did not intend that in such case they were to receive exactly the same share of his residuary estate as his son. As to the division of the residuary estate, there is no ambiguity. It is to be divided into three equal portions. The doubts are as to what the testator intended should be regarded as equal parts of his residuary estate when it became necessary to distribute the portions. If his wife and sisters received no part of the insurance moneys from the insurance companies, there would be no difficulty and no further question. One portion of the residuary estate would go to his wife, one to his two sisters in equal shares, and the remaining one would be held and dealt with for the benefit of his son. In that case there would be complete equality. Is there anything to shew that the testator intended that the receipt of insurance moneys