

bequeaths (sic) as remains (sic) but in no way shall my real estate or other property be held responsible for any cash bequeaths" (sic).

At first sight the words "the said bequeaths is to share the percentage of such bequeaths as remains" appeared to be a farrago of nonsense. But the intention of the testator was clear. His intention was that, if there were not sufficient "cash or moneys" to pay all legacies in full, resort should not be made to his realty, but the legacies should abate pro rata.

Two Victory bonds for \$500 each, one purchased before and the other after the making of the will, were, if to be regarded as "cash or moneys," available to pay legacies.

Reference to *In re Cadogan* (1883), 25 Ch. D. 154; *In re Buller* (1896), 74 L.T.R. 406; *In re Skillen*, [1916] 1 Ch. 518, at p. 521.

The provision for payment of debts might necessitate the sale of Victory bonds: the expression "cash when in hand of my executors" contemplated an influx of cash from some source not immediately coming under the description "cash in hand," and not immediately available to the executors as cash. The very phrase "cash or moneys" shewed a distinction drawn in the testator's mind, and was not mere tautology.

These indicia induced the learned Judge to think that the word "moneys" in this will was not to be restricted to its narrow sense, but that it included something which, in the testator's opinion, might in the future be reduced to cash, namely, among other things, the Victory bonds; and it should be so declared.

With regard to the words "other property" in the last clause of the paragraph quoted, it was not necessary to do more than point out that these words, if strictly construed and given effect, would nullify the bounty of the testator, rendering inoperative the gifts of the pecuniary legacies, and were irreconcilable with the general context. This could not have been the intention of the testator, and these words must be rejected.

The next paragraph giving difficulty was the residuary clause. "All the residue . . . I give . . . unto the oldest living member of my brother and sisters family one of each family to share and share alike."

Falsa grammatica non nocet. The deceased left one brother and seven sisters, each of whom had a child or children. The meaning of this clause was, that the residue was to be divided into 8 equal shares, the oldest child of each brother and sister to take one share.

There remained only the question whether the L.O.T.B. Orphanage in the township of Hallowell, in the county of Prince Edward, adjoining the town of Picton, took the bequest of \$500 to the "Protestant Orphans Home at Picton, Prince Edward