

only paid to my said daughter each six months, but with power to my said executor and trustee in case my said daughter shall need and be in want, or in case of sickness and distress, to pay her out of the capital sum, such sum or sums from time to time as my said executor in the discretion of their manager at Ottawa for the time being shall consider right for her under the circumstances to satisfy her said need or want or expenses in case of sickness and distress, for herself and children and family. The said principal sum, or such part as shall not have been paid to my said daughter as above provided, shall upon her death be paid to her children then living, share and share alike, and in case she should die without children living at her death, the said sum or such part thereof as shall be left as above provided, I bequeath to her sisters Estelle and Bonnie or the survivor of them, share and share alike."

Mrs. Hawkens had two children living at her mother's death; and these children are still living. Both are infants, and are represented by the Official Guardian, who also represents under an order of the Court any now unborn children of Mrs. Hawkens who may be living at the time of her death.

Effect cannot be given to the claim of Mr. Mitchell if any interest in the five thousand dollars is given by the will to the children of Mrs. Hawkens who may survive her. Quite clearly, such an interest is, I think, conferred. Upon principles not open to question, the whole clause must be considered—not the words which standing alone would constitute an absolute gift—and effect must be given, if possible, to all its provisions. The general words bequeathing to Mrs. Hawkens the five thousand dollars cannot alone be regarded. They are expressly connected with the subsequent directions as to investment and the payment of interest *only* to the legatee during her life-time, except in circumstances of need, illness, or distress.

The further direction as to what is to become of the residue of the fund upon the death of Mrs. Hawkens, again establishes that the intention of the testatrix was that her daughter should have only the interest of the fund, in all but exceptional circumstances, and that what remained should inure upon her daughter's death to the children of her daughter then living.

There is in addition the further gift over in case Mrs. Hawkens should leave no children surviving her at her death.

It is impossible to disregard, as I am asked to do, all the limitations which are placed upon the gift, in clear and unambiguous words, and to hold that Mrs. Hawkens took the five thousand dollars absolutely. This is not a case of inconsistent words en-