which John Lewis, the husband of Margaret Jane Lewis, and a certain debt which William Thomas Henderson owed the testatrix, should be collected by her executors, and be by them distributed in the same manner as above directed, "that is to say, the same shall be equally divided among and between my three beloved children, R. Brown Henderson, Margaret Jane Lewis and William T. Henderson, their heirs and assigns, share and share alike, per stirpes as aforesaid".

William T. Henderson died before the testatrix, leaving two children, and soon afterwards she made a second codicil to her will, as follows: "My son, William T. Henderson, having died since making of said will, I have advanced to his widow nine hundred dollars for the benefit of his children, and it is my will that said sum shall be taken as an advance to said children of so much of their share of my estate, they taking the share of my said son, William, deceased".

It appears that the estate of the testatrix has been distributed by the Orphans' Court, except the property in question, to wit, the said leasehold property on Bay street.

The plaintiffs in the 7th clause of their bill of complaint, contend that Robert Brown Henderson, Margaret J. Lewis, and the two children of the deceased William T. Henderson, are entitled to an absolute interest in the said property, and they request the Court so to construe said will.

It is not questioned by any one that the two children of William Thomas Henderson are entitled to an absolute estate in one-third of said property, by virtue of the foregoing provisions of said will and second codicil.

The question is whether Robert Brown Henderson and Margaret Jane Lewis are entitled each to a life estate

only in one-third of said property, with remainder over on the death of each to their respective issue, and in default of such issue then living, then to the surviving child of the testatrix, or whether said Robert and Margaret are each entitled to an absolute estate in one-third.

It is very clear that the legal estate in the property is devised to William Thomas Henderson in trust, and the natural and obvious and I think the correct construction of the language of the will, is that the trust is to continue during the respective lives of the children of the testatrix, Robert Brown Henderson and Margaret J. Lewis, and is to cease, as to the share of each, on his or her death, because the will intends that his or her share is then to be divided and to go to his or her lineal descendants, and in case either should die without leaving issue, then his or her share is to go to the survivor.

Two objections are made to this construction, neither of which in my opinion is well founded.

The first objection is, that because the will provides that, "in case of the death" of a child, his or her share is to go over, a contingency is necessarily indicated, and therefore the testatrix must have meant that these words apply only to the contingency of a child dying before the death of the testatrix. A sufficient reply to this is, I think, that the testatrix in the entire provisions beginning with the appointment of a trustee and defining his duties, and ending with the bequest over, is manifestly speaking of what would happen after her death, and not what might occur before that event, and that there is no reason whatever to suppose that the limitations over are to be separated from the context, and to be referred to a period anterior to her death. As a rule, a will speaks