is made, such purpose is to be considered obligatory. When the purpose of the gift is the benefit solely of the donee himself [which is the case here after the children married and left], he can claim the gift without applying it to the purpose; and that, it is conceived, whether the purpose be, in terms, obligatory or not." In passing upon Crockett v. Crockett, 2 Phil. 553, 23 Eng. Ch. 451, the same author announces the rule to be that when property is by will left to the disposal of the wife, for herself and children, the children do not become joint tenants, and their interest is subject to a life estate in the wife. Id. 699. "But here, as the case of precatory trusts, if the property is given in the first instance for the absolute benefit, or to be at the disposal, of the donee, especially if such donee be the parent, no trust will be created by subsequent words showing that the maintenance of the children was a motive of the gift." Id. 700. In Thorp v. Owen, 2 Hare, 608, the testator, by his will, provided that everything during the life of his wife should remain as it was for her use and benefit, and after her decease he gave his real estate to his male heir and his personal estate to his children; adding that he gave the above devise to his wife, that she might support herself and her children according to her discretion, and for that purpose. It was held that the widow took an absolute interest for her life in the real estate. The first clause of the will does not provide that the personal property and farm shall be held jointly by the wife and the children of the testator during the natural life of the wife, for a home for her and them, but that it shall be held by her during her natural life, for a home for her and the children of the testator. The possession was hers exclusively, and she might at any time have rented or otherwise disposed of it during her lifetime. This position seems to find support in the fact that the only restriction placed upon the alienation of the property is by the third clause of the will, by which it is provided that, in the event of the death of the wife before the youngest child became of age, the property should not be sold until the last-named event occurred, when it was to be sold, and the proceeds divided equally among the testator's children. By taking these two clauses together, there was, we think, a clear intention upon the part of the husband to give the whole of the property to the wife during her natural life, with remainder to the children. Under the statute, the wife, upon the death of her husband, was entitled to the rents and profits of the farm until her dower was assigned, and, as dower, to one-third of the land during her natural life, which she could dispose of by deed if she chose, and certainly the testator in this case did not intend to give his wife a less estate than she was entitled to by law, but he did intend to enlarge such interest, and to give her the entire farm during her lifetime; and it is equally clear that he did not intend to deprive her of the right to dispose of her life estate therein, for no such prohibitory clause is contained in the will. But plaintiff relies upon Bland v. Rhodes (Ky.) 30 S. W. 597, as announcing an adverse rule; but this we think a misconception of the ruling in that case, and that is authority for the position taken by us, rather than against it. In that case the will provided, "I bequeath to my wife the house and lot on which I now live, * * * as a homestead for her and my children by her;" and it was held that the wife took a life estate, with remainder to the testator's children by her. The court said: "It seems to be the general current of decisions in this state for quite a number of years to construe both wills and deeds made by husbands in favor of and to their wives and children, or to the wife for the use and benefit of herself and children, or to the wife in trust for the use and benefit of herself and children,—all in the absence of some express intent that they should hold differently,—to indicate an intention that the wife should take a life estate, that she may thus manage and control the estate, and thereby raise and educate the children; the children taking at her death the remainder." In Davis v. Hardin, 80 Ky. 672, it is said, "When a husband makes provision for his wife and children, he should be presumed to do so with the intention to give the whole to the wife for life, remainder to the children, unless a contrary intention is manifest from the terms of the provision, or from the facts and circumstances attending it." While the question involved in these cases was as to whether the wife took a life or a fee-simple estate in the land, they tend to show that, under wills containing similar provisions to the will involved in this litigation, the wife takes the entire estate in the land during her natural life, with remainder in fee to the children of the testator. The well-established rule in regard to the construction of wills in this state is that they must be so construed as to conform to the intention of the testator, and when this rule is observed there is no escape from the conclusion that the testator intended to give the farm to his wife for and during her natural life, for the benefit of herself and children; and, this being the case, she had the right to dispose of her life estate in the land, which was acquired by defendant by the deed thereto from herself and husband. We therefore reverse the judgment.

GANTT, P. J., and SHERWOOD, J., concur.