

some 46 feet on Muir and a depth of 109 feet 4 inches on Sheridan. At first he had a two-storey brick building, a dwelling house at the north-west corner of the two streets, and known as 42 Muir avenue, and he there resided. On the lot there was also a roughcast stable, and the rest of the lot he used as a vegetable garden. In 1907, he made up his mind to open a store on Muir avenue, having theretofore been carrying on a grocery business on Yonge street. He borrowed \$2,000 on the whole lot and proceeded to build a one-storey roughcast building adjoining his house, which by that time had become 62 Muir avenue; this he used as a store till the time of his death. The new building was erected close against his dwelling house, the only material dividing them being a sheeting of wood nailed against the outside wall of the dwelling. The dwelling he continued to occupy till his death. The store was built on part of his former vegetable garden, but the rest he continued to use as a vegetable garden till the time of his death. The store was at the date of the will, and is now known as 64 Muir avenue. The stable is in the rear of part of 62 and part of 64; it was used by him for stabling his horse, and if the two numbers were divided according to the dwelling wall between house and store the stable would be cut in two. Photographs have been furnished me, which shew that the two buildings are in fact very closely connected. Although it cannot fairly be said that the buildings are one, the store would be in evil plight if the dwelling house were to be removed, not having any eastern wall of its own. I am satisfied that I must give effect to the words used by the testator (a) "my real estate" (b) "at." If it had been the intention to devise only the house, the word "house" would have been used—in clause 2, when he has to speak of the store he uses the word "store"—and I can see no reason for supposing that had he intended to devise the house as distinguished from the store he would not have used the word "house." Then if he had intended to devise only No. 62, there would have been no need to employ the word "at." The devise is not "my real estate 62 Muir avenue," but "my real estate at 62 Muir avenue."

It is contended that the word "at" in a will is synonymous with "in"—sometimes it is, but more often not. For example a devise of "all the estate . . . I have . . . in any lands . . . at Cosomb in the county of Gloucester,"