south half of the lot, but owning the north half of it, and having devised the south half of the north half to his son, if in the devise to Jane Coutts he had used the word ''north,'' instead of ''south,'' the description in the will would then, as stated in Re Harkin, 7 O.W.R. 840, at p. 841, ''fit his exact ownership, and all his lands will pass by his will as the intention is therein expressed.''

I am of opinion that the will operated so as to pass to the vendor, Jane Coutts (for the benefit of the testator's family, and subject to the power of sale as therein expressed), the north half of the north half of lot 11 in the 5th concession of the township of Tilbury East. I refer to Re Harkin, 7 O.W.R. 840; Re Clement, 22 O.L.R. 121; and Smith v. Smith, 22 O.L.R. 127, where many of the earlier cases are considered.

KELLY, J. JUNE 7TH, 1912.

Re BOEHMER.

Will—Construction—Bequests to Children—Deduction of Advances—Apparent Inconsistency in Clauses of Will—Reconciliation—Oral Evidence—Inadmissibility—Intention.

An application by Norman Boehmer, under Con. Rule 938, for an order determining certain questions arising upon the construction of the will of August Boehmer.

J. A. Scellen, for the applicant and his infant children.
E. P. Clement, K.C., for the executors and the other adult beneficiaries and for Emma Boehmer, an infant.

KELLY, J.:—The first question submitted here is, whether the executors, in fixing the amount of Norman Boehmer's indebtedness to the estate, should be guided by the ''family book'' in their possession, or by paragraph 20 of the will, which directed the $2,782 therein mentioned to be deducted from Norman Boehmer's share.

It is contended on behalf of the applicant that, in arriving at the amount to be deducted from his share of his father's estate, the terms of paragraph 7 should be disregarded, and that only $2,782, mentioned in paragraph 20, should be deducted, notwithstanding that, at the date of the will, the ''family book'' shews that more than that sum (including the $575 received