

be received to shew the intention of the parties in the light of surrounding circumstances. See *Harten v. Loeffler*, 212 U.S. 397. The correspondence in this case supply the necessary explanation.

T. P. Galt, K.C., for plaintiff. *A. McLean Macdonell*, for defendant.

Meredith, C.J.C.P.]

[June 20.

CANADIAN RAILWAY ACCIDENT CO. v. WILLIAMS.

Execution—Interest in oil lands—Goods or lands—Incorporeal hereditaments.

Motion by defendant to restrain plaintiff and the sheriff from selling under the plaintiff's execution their interest in certain oil leases which were made by the owners of certain lands to one Egan who had executed a declaration that he held certain undivided interest in them in trust for the defendant.

Held, that these oil leases were substantially in the same form as the instrument the effect of which was considered in *McIntosh v. Leckie*, 14 O.L.R. 54, and were not saleable as goods under the execution. See *Duke of Sutherland v. Heathcote* (1892), 1 Ch. 475, 483; *Wickham v. Hunter*, 7 M. & W. 62, 78; *Gowan v. Christie*, L.R. 2 Sc. App. 273; *Coltness Iron Co. v. Black*, 6 App. Cas. 315.

H. S. White, for applicants. *J. M. Ferguson*, for the plaintiff and the sheriff.

Boyd, C.]

RE STOKES.

[June 17.

Will—Construction—Devise of dwelling—Addition of buildings after date of will.

The testator devised to his adopted daughter "the dwelling on the south side of Banfield Street in which we now reside in the town c^e Paris."

At the date of the will, October, 1907, the testator and his wife lived in this house. He died in December, 1909, and in the interval, had added two rooms to the original house and removed a barn which was on the rear of the lot in front and improved it into another habitable house. It was contended that there was an intestacy as to the improved part of the lot.

Held, that the above structural changes did not change the area of the benefit intended by the testator in the property described and identified in the will. There was therefore no intes-