general words, ample to carry both parcels, are followed by the equally plain statement "the said lands being composed of," etc., followed by the description of one parcel only, I am put to determine which is the dominant clause in the gift; as I am not able to determine with the same certainty as in cases like Re Clement and Smith v. Smith, where the choice was between a nugatory clause on the one hand and an operative clause on the other. Here what I have to determine from the words used is, whether the testator meant his daughter to have one parcel or two parcels. . . .

[Reference to West v. Lawday, 11 H.L.C. 375; Travers v. Blundell, 6 Ch.D. 436.]

In In re Brocket, [1908] 1 Ch. 185, Mr. Justice Joyce had before him a will very much like that now in question, and I think that the principles which he there applied govern me. . . .

The learned Judge . . . concludes: "So I think in a will, if there be . . . an equivalent specific enumeration of particulars by name and locality, that specific enumeration must be held to limit and restrict what has gone before . . . The specification here by name and locality, introduced by the word 'namely,' is analogous to a specification in a conveyance by schedule or schedule and plan, and is not merely an imperfect enumeration of properties intended to be devised. In other words, I think the specification by name and locality, which is free from all ambiguity, forms the leading description."

The second question raised is the meaning of the provision that timber shall, notwithstanding the devise of the land, not form part of the property devised, but form part of the residuary estate. "Timber" is, I think, to be confined to trees which are not ornamental or shade trees, and which are capable of being sold for manufacture into lumber. It will not cover mere brush, which is not of merchantable value, nor will it authorise the destruction of trees which have a value apart from their value as lumber by reason of their use for ornamental and shade purposes.

The third question is the date from which interest runs upon the moneys to be invested by the executors for the benefit of the daughters Myrtle and Susan. These gifts, being made generally from the testator's estate, there is no right to demand payment within the "executor's year," and interest therefore runs from a year from the testator's death. The executors have that time within which to make their arrangements.

The costs of all parties may come out of the estate.