E. ¼ of lot No. 12 in the 1st concession of the township of Nottawasaga, and also that part of lot No. 4 in the 7th concession of the said township of Sunnidale now owned by me, be sold as soon after my decease as my executors may determine and the proceeds divided in equal shares between" five daughters named.

There are sons who claim that the testator died intestate as to one lot he owned, viz., the north-west ¼ of lot 1 in the 4th concession of Sunnidale. The description in the will gives the north-east ¼ of this lot, which the testator did not own; his ownership at the date of the will, 25th April, 1902, and at his death, 24th September, 1902, was of the north-west quarter of that lot. If east in the will is read as if "west," or if "east" is left out as to this parcel, the testator's description will then fit his exact ownership, and all his lands will pass by his will as the intention is therein expressed.

The parenthetical clause in the devise "now owned by me" refers primarily and immediately, no doubt, to the part lot just before spoken of, but it may without violence be also used, I think, as applicable to the other devises of lots earlier mentioned in the same sentence. But, apart from these words, the general introductory words referred to, "all my real and personal estate of which I die possessed," would suffice to let in evidence whereby the erroneous course given by the will would be rectified or made applicable to the actual locality of his property.

The case falls within the rule laid down in Hickey v. Hickey, 20 O. R. 371, which, being followed by Falconbridge, C.J., in Doyle v. Nagle, was approved by the Court of Appeal in that case: 24 A. R. 168.

I think that the will operates on the lands owned by the testator and that the north-west quarter of lot 1 in the 4th concession Sunnidale passed by the devise to the five daughters along with his other lands.

I proceed upon Canadian cases, but in England there is a strong case decided in 1886 of Re Bright Smith, 31 Ch. D. 314, where the word "freehold" was rejected in a will as falsa demonstratio. The Court (Chitty, J.) proceeded upon the principle enunciated by Lord Selborne in Hardwicke v. Hardwicke, L. R. 16 Eq. 175, that if the words of description when examined do not fit with accuracy, and if