

Upon the main question I see no reason to differ from the Divisional Court. The words of gift to W. H. Thorne are: "My mill, tannery, houses, lands, and all my real estate and property whatsoever and of what nature or kind soever at Holland Landing." Undoubtedly these words, if left to their ordinary signification, are wide enough to include personal property and effects, and even a debt owing to the testator in respect of property owned by him at Holland Landing.

The question in a case of this kind is, whether it was the intention of the testator to include book debts in the gift, and this must be discovered by reading the whole will.

[Reference to *Horsefield v. Ashton*, 2 Jur. N. S. at p. 195; *In re Prater*, *Designé v. Beare*, 37 Ch. D. at p. 486; *Earl Tyrone v. Marquis of Waterford*, 1 De G. F. & J. at p. 631.]

But in the will before us there is much in the context to control the ordinarily extensive signification of the words employed in the gift to W. H. Thorne, and to shew that it was not the testator's intention to give him more than the real property and property savouring of realty. Much stress has been laid on the many general words following the descriptive words in the devise, and it was argued that the doctrine of *ejusdem generis* is not to be applied. But the cases shew that where there is found the intention to deal with property referred to as being in a particular locality, the necessity is no longer felt of giving effect to all those general words which follow the enumeration of the particulars. This was pronounced by Kekewich, J., in *Northey v. Paxton*, 60 L. T. at p. 31, to be the real principle, and to be equally applicable whether the enumeration is slender or otherwise, provided, of course, that the context and the circumstances generally allow of the application.

The provisions which follow the words of gift to W. H. Thorne contain more than one reference to the testator's property at Holland Landing, which might be considered as equally applicable whether the testator intended both real and personal property, or only the former, to be included. But, as pointed out by Street, J., the clause which he has termed the 3rd paragraph of the will, makes a distinct separation between the two kinds of property, and plainly indicates that the personal estate, money and securities for money, were not given to W. H. Thorne. In that paragraph the testator was making a provision for an annuity to his wife to be