

The will further provided that the widow for the \$25,000 legacy might have the first selection of such securities or real estate as she might think desirable. After the death of the testator the widow joined with her co-executors in sales and conveyances of parts of the real estate, and selected the remainder of it in part satisfaction of her legacy, without making any claim to dower, and subsequently dealt with such remainder as her own. It appeared that the question of dower was not considered by any of the parties, but all proceeded, without inquiry, upon the assumption that the widow had no claim except that which the will gave her, and it was not until after the sales and selection referred to that she became aware that she was entitled to dower as well as the legacy, upon which she immediately asserted her right to it.

Held, that under these circumstances, and having regard to the fact that the transfer to the widow of the lands selected by her had not been completed by conveyance, and the fact that the residuary legatees had not been prejudiced by her dealings with the lands selected by her, she was not estopped from claiming dower, but was entitled to treat the executors as having received for her use so much of the purchase money of the lands sold as was equal to the value of her dower in them, ascertained on the same principle as it would have been had the sale been one made by the Court of the lands free of her dower, and so much of the sum at which the lands selected by her were valued at, as was equal to the value of her dower in those lands, ascertained in the same way.

Bingham v. Bingham, 1 Ves. Sen. 126, applied.

D. E. Thompson, Q.C., and *W. N. Tilley*, for the plaintiff.

A. H. Macdonald, Q.C., for the defendants, the executors.

Moss, Q.C., and *W. A. McLean*, for defendants, the Guelph General Hospital.

MEREDITH, J.]

[March 26.

MAY v. LOGIE.

Will—Construction—Absence of material words—Devise.

A testator provided as follows: "It is my will, that as to all my estate, both real and personal, whether in possession, expectancy, or otherwise, which I may die possessed of, my wife Elizabeth, and I hereby appoint my said wife Elizabeth to be executrix of this my will."

Held, that the above must be construed as a devise to the testator's wife.

The words "It is my will that as to all my estate" meant no more or less than "I will all my estate," and the omission of the word "to" before the words "my wife Elizabeth" made no more difference than the almost universal omission of it before the like words in the transposed use of them, as "I will my wife all my estate"; neither technical nor grammatical accuracy is required in wills or other legal documents. No matter how ungrammatical, how inaccurate, how complicated, how clumsy, or how great the evidence of ignorance in its writing, effect must be given to the will of the testator in every particular in which his meaning can be gathered from anything contained anywhere within the four corners of the writing.

J. A. Donovan, for the plaintiff.

W. M. Clark, Q.C., and *Shepley*, Q.C., for the defendant.