MAGEE, J.:—After appointing executors and directing them to pay his debts and funeral expenses and probate, the testator further directs them to sell "the whole of my real estate and personal property and chattels"—excepting certain household goods reserved for his wife—"turning the same into money." The will then proceeds: "After the payment of my said debts, funeral expenses, etc., and my wife Sarah Manuel receives her dower of one-third of my estate, I give and bequeath to my wife Sarah Manuel the whole of the interest of my estate as long as she shall live (that is, the interest of the balance thereof after she receives her dower.) Upon the decease of my wife Sarah Manuel, I will and bequeath to my son two-thirds of the balance of my estate. And the remainder one-third of the balance of my estate I will and bequeath to my brothers Orman Manuel and Charles Manuel and to my sister Christiana Stoddard, to be divided between them share and share alike."

The testator died on 25th April, 1905, and probate of the will was granted by the Surrogate Court of the county of Brant.

The widow contends that the word "dower" is not to be construed in its technical sense of a life interest in one-third of her husband's realty, but that by it the testator intended one-third share not merely for life but absolutely, and not merely in his real estate, but in his whole estate real and personal. The son and the brother Orman Manuel acquiesce in this view. The other brother and the sister dispute it.

There is, no doubt, a very prevalent idea that a wife's dower is a right to one-third of her husband's property, and one would not be surprised to find the word used in that sense in a will written, as this one is said and appears to have been, by a non-professional person. The rule, however, is that "technical words or words of known legal import shall have their legal effect, even though the testator uses inconsistent words, unless those inconsistent words are of such a nature as to make it perfectly clear that the testator did not mean to use the technical words in their proper sense: per Lord Denman in Doe v. Gallini, 5 B. & Ad. 640, citing Lord Redesdale in Jesson v. Wright, 2 Bligh 1.

We have to look within this will to see if the testator has furnished means for its interpretation, and must start with the presumption that he intended to dispose of his whole