

relations between the parties, which does not appear relevant, and indeed is not raised on the record: see as to this, *Davies v. Davies*, 38 Ch. D. at p. 502.

The result is, that the action fails and should be dismissed, but, as it was apparently justified to a great extent by the *Davies* case, I give no costs.

BOYD, C.

MAY 23RD, 1906.

WEEKLY COURT.

RE HARKIN.

Will—Construction—Devise—Misdescription of Land—Falsa Demonstratio—Evidence of Extrinsic Facts—Correction of Mistake.

Motion by executors for order determining certain questions arising upon the construction of the will of Neil Harkin the elder.

A. J. F. Sullivan, Stayner, for executors.

H. H. Strathy, K.C., for adults contesting will.

H. E. Rose, for adults claiming under will.

F. W. Harcourt, for infants.

BOYD, C.:—The original will in this case was partly printed and partly written—a printed form being used for the introduction and conclusion, and the intermediate part, containing the particular disposition of the property, being filled up in ink and writing. The first part of the will is printed and reads: "I devise . . . all my real and personal property of which I may die possessed in the manner following:" The last part reads, "All the residue of my estate not hereinbefore disposed of, I give, devise, and bequeath unto"—the blank after "unto" being left unfilled—so that there is in effect and fact no residuary clause. The lands disposed of by the terms of the will are (barring the error in description) all the lands owned by the testator.

Then in the body of the will these lands are thus disposed of: "I hereby direct that the N. E. $\frac{1}{4}$ of lot No. 1 in the 4th concession of the township of Sunnidale and the N.