

could not cover lands the manor of Farmsost, but only lands in Cosomb. *Doe v. Greening*, 1814, 3 M. & S. 171, so "lands situate at Dormstone," does not mean anything but lands situate within the parish and manor of Dormstone, per Fry, J., in *Homer v. Homer* (1878), 8 Ch. D. 758, at p. 764. "At or near" may mean "in or near." *Ottawa v. C. A. R.*, 2 O. L. R. 336; 4 O. L. R. 56; 33 S. C. R. 376.

But it is common knowledge that "at" very frequently indeed is not synonymous with "in"—it is not precisely synonymous with "in" in the present instance, but even if the argument of the Deputy Attorney-General be adopted, it means "that is" or something of the sort. "At" means often "near" e.g., in *Wood v. Stafford Springs*, 74 Com. 437; *Howard v. Fulton*, 79 Tex. 231; *Harris v. State*, 72 Miss. 960; *Annan v. Baker*, 49 N. H. 161; *O'Connor v. Nadel*, 117 Ala. 595; *Bartlett v. Jenkins*, 22 N. H. 53; *W. C. St. R. Co. v. Manning*, 70 Ill. App. 239. And its original meaning is rather "near" than "in."

In any use of the word colloquial or scientific, I think it broad enough to cover the "real estate" not only 62 Muir avenue, but also that adjoining which is substantially one with 62 Muir avenue.

The ordinary presumption against intestacy helps in the same direction. I shall, therefore, declare that all "real estate" in the block passes by this devise.

2. The second question is what is excepted from the sale directed in clause 2?

In the will it reads thus:—

(2) All the household furniture except the two parlors, and, the fast and loose fixtures of the store, including show cases . . . " a comma appearing after "parlors" and another after "and." The punctuation rather assists the conclusion to which I had come without it, namely, that all that is excepted is "the two parlors." The regimen of "except" does not extend beyond "the two parlors," but is exhausted at the comma following these words—and the following noun "fixtures," is in the same construction as "furniture." In other words the word "except" is not understood, and is not to be supplied after the conjunction "and." The presumption against intestacy may perhaps be considered to help in the same direction.