clauses he devised a lot of land to one of his children, and bequeathed specific sums to others of his children, and to his brother, these sums amounting in the whole, together with the value of the lot of land, to the remaining two-thirds of his estimated value of his property. In a further clause he said: "If, after paying my debts and necessary expenses, there should be a greater sum than I have counted on or conveyed, my wife, with each and every of the heirs, shall participate in or receive of said sum in the same proportion as I have already allotted to them; and, if there should not be a sufficient sum to pay the sums conveyed or allotted to each heir, each and every heir shall sustain a loss in proportion to the sum already allotted to them."
The estate yielded a much less sum than was estimated by testator.
Held: That the widow was not included in the word "heirs," and that, therefore, her legacy should not abate; that the testator's brother was so included; and that, after the payment in full of the specific legacy to the widow, all the other legacies should abate proportionally.—*In re Estate of Woodworth*..... 101

3. Where a testator devised lands to his son *R.* "for and during his natural life time, then to devolve to his eldest child lawfully begotten in a line of succession for ever,"
Held: That the rule in *Shelley's* case did not apply, and that *R.* took only an estate for life.—*McKay et al.* v. *Annand*..... 247

4. Two of the subscribing witnesses to a will nearly thirty years old, and supposed to have been lost, could not remember that they had witnessed its execution, but one of them said that he believed he signed it, and both admitted that it might have been signed by them and the other subscribing witness without their recollecting it. The will itself was found near the close of the trial, after these witnesses had been examined, and it purported to be signed by these witnesses and another. Another witness on the trial, but not a subscribing witness to the will, swore that it was executed by the testator, she believed, in the presence of the three subscribing witnesses, and that she had seen them sign their names to it as such.
Held, (the Court having all the powers of a jury under special verdict,) that the will was sufficiently proved.—*McDonald et al* v. *McKinnon et al*..... 527

5. A testator devised his real estate to his wife, "in trust to sell and dispose of the same, at such times, and in such manner, and in such portions, as she might deem suitable and prudent, and to invest the proceeds arising from such sale in some safe and profitable security, and to apply the proceeds arising from such investments in the support and maintenance of herself, and in the support, education, and maintenance of such of his children as should be under age at the time of his death, and until such sale to receive, take, and enjoy, the rents and profits arising from such real estate, during the term of her natural life, and to apply the same as above directed."
By a subsequent clause he devised and bequeathed, from and after the death of his wife, all his real and personal estate, and the moneys so