

the residuary estate, leaving the other house to bear its proportionate share of the mortgage.

2. That the devisee of house No. 35 was not entitled to have the dower of the widow in it discharged out of the residuary estate, she having elected to take her dower instead of the provision made for her by the will.

3. Paragraph 7 provided, in the event of the brother dying before the wife, for a sale of what the will described as "all my said property," and directed that the proceeds of the sale should be invested and the interest of the investment paid to certain persons for their lives, and for the division of the corpus, after the death of the survivor, among certain persons named :—

*Held*, that the provisions of paragraph 7 applied only to the devise contained in paragraph 6, and not to that in paragraph 3.

4. That the effect of the disclaimer by the widow of the provision made for her by the will was to accelerate the brother's remainder and make it an estate in possession. *Toronto General Trusts Co. v. Irwin*, 491.

7. *Construction—Absence of Material Words—Uncertainty—Devise.*—A testator by his will 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*, not void for uncertainty, and a devise to the testator's wife in fee. *May v. Logie*, 501.

8. *Election—Period of Accounting—Interest.*—Testator by his will

left the income of his estate to his wife for life, and directed that after her death it should be disposed of as set out in a codicil, not to be opened until after her death. By the codicil he disposed of all his estate among his children, giving to two of them, after the death of his wife, a certain property which in reality belonged to her. His widow, without proving the will, received all the income of the estate for five years, after the lapse of which the will and codicil were proved. She then elected against the will :—

*Held*, that her election related back to, and she was liable to account from, the date of the testator's death ; but, as she was not called upon to elect until this action was brought, she should not be charged with interest in the meantime. *Davis v. Davis*, 532.

9. *Construction—Devise of Land not Owned by Testator—Application to Land Owned by Testator.*—A testator purporting to devise "all his real and personal estate," gave to one son the south fifty acres of lot 21, and to another the north fifty acres of the same lot. The will contained no residuary devise and no other gift of land. The testator died seized of the east half of lot 21, 100 acres, but had no interest in the west half :—

*Held*, that the one son took the south twenty-five acres of the east half of the lot and the other the north twenty-five acres, and they took together the central fifty acres as tenants in common. *McFadyen v. McFadyen*, 598.

10. *Construction—Devise—Estate—Defeasible Fee—"Die without Issue"—Share.*—A testator, dying in 1833, by his will, made in the