Southern and Western Baptist Associations respectively, and the Free Baptist General Conference of New Brunswick were incorporated by 6 Edw. VII, c. 77, under the name of "The United Baptist Churches of New Brunswick," and by section 13 of the said chapter, it was provided "Every donation, legacy or bequest of money or land, or other real or personal property, before or after the passing of this act, made to any Baptist or Free Baptist Church shall vest in such United Baptist Church, as shall include the church to which the said donation, legacy or bequest is made," it was held that the Free Baptist General Conference had not ceased to exist, and it was ordered that the money be paid to The United Baptist Churches of New Brunswick. *VanWart* v. *Diocesan Synod of Fredericton et al*, 42, p. 1, C. D.

Vagueness as to legacy and legatee—Parol instructions—Where a testator directs an executor to pay a sum previously made known to him to a person whose name had been communicated to him, this is a good bequest; and evidence may be given showing the amount of money to be paid and to whom it should be paid.—The plaintiff claimed to be entitled to a sum of money under the following paragraph in a will: "I direct my executor . . to pay a certain person whom I have make known to him, and whose name I otherwise desire to be kept strictly secret, a certain sum of money as soon after my decease as can conveniently be done, the amount of which is to be kept secret, but has been made known to him by me."—She also claimed that the defendant executor was a trustee of the money and entitled to hold the same only for the benefit of the plaintiff.—*Held*, to be a good bequest but not a trust, and that the plaintiff was entitled to show by evidence the amount of money to be paid and to whom it should be paid. *Lemon* v. *Charlton Executor etc.*, 44, p. 476, C. D.

Held also that as executor's wife was residuary legatee, there was sufficient indication of fraud to satisfy the Statute of Frauds, even treating it as a parol trust. *Id.*

11. Proof of Wills.

Onus of proof on appeal—Allegations—Where there was evidence that the contents of a will had been misrepresented to the testatrix by the solicitor who drew the same, and that the executor therein named had procured this solicitor to draw the will, and was present at the giving of instructions and took a benefit thereunder; and evidence on the other hand that the will fully expressed the wishes of the testatrix and that there had been no fraud or misrepresentation. —*Held*, on all the evidence that the decree of the judge of probate upholding the will should not be disturbed.—*Semble*, Allegations are not restricted to the grounds set forth in the *caveat*. *In re Estate of Mary B. Gilbert*, 39, p. 285.

Proof in solemn form—Costs—On proof of the will in solemn form, under C. S. 1903, c. 118, the testator's widow filed allegations alleging incapacity, and fraud and undue influence on the part of the executor and testator's sisters.—The executor gave the instructions to the solicitor for and took a remote interest under the will; one of the testator's two medical attendants pronounced him to be incapable of making a will, the other deemed him capable, and the judge of probate refused to admit the will to probate. —He also ordered that the executor should receive no costs, and should personally pay the costs of the widow, including stamps. —*Held*, reversing the judgment of the judge of probate, that the will should be admitted to probate and the ordinary order made as to costs in the Probate Court.—Costs of the appeal were allowed to the widow out of the estate, to be taxed as between party and party, and to the executor to be taxed as between solicitor and client. *In re Estate of William John Davis, Deceased*, 40, p. 23.

16. Testamentary Capacity and Undue Influence.

See *In re Estate William John Davis*, 40, p. 23, supra.

18. Widow's Election.

Bequest in lieu of dower but subject to divestment in case of remarriage—A testator by his will gave a lot of land with house thereon and personal property to his wife absolutely, to enable her to maintain a home for herself and the testator's sons until they should attain the age of 21 years.—The residue of his estate he gave to trustees in trust for his sons.—The will then provided that the devise and bequest to his wife should be in lieu of dower, and that if she married again the property devised to her should vest in the testator's trustees for the benefit of his sons.—*Held*, that the wife took an absolute interest free from any trust in favor of the sons, but subject to the gift being divested in the event of her marriage, and that such condition was not void as being repugnant to the gift. —A purchase by a husband in the name of his wife is presumed to be an advancement to the wife and creates no resulting trust in favor of the husband, and the presumption will not be rebutted by the fact of the husband devising the property by will. *Leonard* v. *Leonard*, 1 Eq., p. 576.

Life insurance and bequest—B. died in 1907, having made a will in February 1905, by which he left among other legacies