Where, however, the exclusion from dower is not expressly stated on the face of the will, the courts have held that such exclusion may arise constructively by clear and manifest implication. The result of the cases as stated by Lord Redesdale is that "the instrument must contain some provision inconsistent with a right to demand a third of the lands to be set out by metes and bounds:" *Birmingham* v. *Kirwan*, 2 Sch. & Lef. 452. It has been judicially determined that the effect of certain provisions in a will indicating the testator's intention as to the mode of occupation and enjoyment of the property are necessarily inconsistent with the claim of the widow to disintegrate the estate. Thus the existence of a power to lease in the will puts the widow to her election: *Patrick* v. *Shaver*, 21 Gr. 123, and *Armstrong* v. *Armstrong*, Ib. 351. The like result follows where the testator directs his estate to be equally divided between his wife and another: *McGregor* v. *McGregor*, 20 Gr. 451.

There is still a third class of cases where the Court has had regard to the circumstances of the testator to assist in the construction of the will,—where, for instance, at the date of the will the estate of the husband is insufficient to answer the wife's dower, and also an annuity given to her out of the land. In such cases, the Court will refer it to the Master to ascertain the state and value of the testator's property at the time the will was made, and where it appears that the testamentary allowances made to her will more than exhaust the rents and profits of the real estate, if she also takes dower, the Court will put the widow to her election. This was done in *Becker* v. *Hammond*, 12 Gr. 485, and also in *Lapp* v. *Lapp*, 16 Gr. 159, and further reported in 19 Gr. 608.

There is a good deal of confusion in the authorities upon the question as to the proper effect to be attributed to a will in which the intention to devise unincumbered of dower is applicable only to certain parcels of the land. The earlier cases are in favour of the exemption not being extended by inference to other property embraced in the will, as in *Birmingham* v. *Kirwan*, already cited, but this appears to be considerable modified by more recent decisions which are referred to in *Stewart* v. *Hunter*, 2 Chan. Cham. R. 338. In *Hutchinson* v. *Sargent*, 16 Gr. 78, it was laid down that wherever a testator's intention as to one part of his property is shewn to be that it should not be subject to dower, it follows that neither that nor any other part of the devised property is subject to dower. This is perhaps stating the true rule rather broadly. It may be found that the cases are to be reconciled by holding that where different estates are devised to different beneficiaries, the intention to divest one of the widow's dower does not indicate an intention as to all; but that where there is one devise of the whole, an intention to exclude the claim for dower as to any part will operate as to the whole. But upon this matter, it would seem that the law remains to be settled.

We have but glanced at the many interesting and important practical questions which arise upon this subject, and we again hope it may not be long before we shall have a Canadian monograph on the law of dower.

CURIOSITIES AND LAW OF WILLS.

(*Continued from page 159.*)

The American Republic, after the Revolution, retained all the good things belonging to the mother country that they possibly could, and among others the English common law, which now forms the substantial foundation of the law in