#### RENOUNCING PROBATE.

A testator devised his estate to W. P., a resident of Scotland, and to two others, residents of Canada, in trust to convert and divide the same; and appointed the same parties executors of his will. To W. P., he bequeathed \$5,500, and to the two others \$1,500 and \$500 respectively, over and above any expense to be incurred in the nature of travelling expenses or expenses incident thereto, and generally in the management of his estate. For the convenience of the other executors, W. P. renounced probate of the

Held, that by such renunciation he had forfeited the bequest in his favour.

Paton v. Hickson, 102.

#### RENTS AND PROFITS.

See "Fraudulent Conveyance," 2.

### RENTS OF REALTY.

An executor or administrator has no right, as such, to receive the rents of real estate; as to them, he is merely an intermeddler and will not be entitled to any commission thereon.

Dagg v. Dagg, 542.

# REPUTE [DIVIDED.]

See "Marriage by Repute."

# RESIDUARY CLAUSE.

See "Will," &c., 1.

## RIGHT OF WAY.

See "Railway Company," 3.

## RIGHTS OF THE CROWN.

See "Practice," 2.

### RIPARIAN PROPRIETOR.

The grantee in a patent reserving the waters of a river running through the lands granted, has no right to file a bill complaining of an obstruction created in the river by other parties: the

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