

8. A will after giving several pecuniary legacies, contained this direction: "When my lands are sold and all the legacies paid, the money remaining is to be divided" in the manner therein stated. There was no other residuary clause. The testator named two executors, adding: "In them I repose full confidence that they will act fair and consistent."

*Held*, that all the testator's lands were to be sold; and that the executors had power to sell them, although they had not the legal estate.

Woodside v. Logan, 145.

9. The surplus was to be divided amongst the legatees in proportion to the other sums bequeathed to each. One legacy was of \$200, and an annuity; and the legatee died within a year after the testator:

*Held*, that her personal representative was entitled to a proportionate part of the annuity; and that her share of the surplus was to be based on the \$200, plus this sum.—*Id.*

10. Where a testator by his will made provision for his widow, but did not express the same to be in lieu of dower. Evidence for the purpose of shewing that the testator intended such provision to be in lieu of dower, was held inadmissible.

Fairweather v. Archibald, 255.

11. Where a testator by his will, after making a provision for his widow, directing certain of his real estate to be sold at the expiration of a lease thereof then existing, and the proceeds to be divided among his three daughters, and that in the meantime the rent was to be divided among them:

*Held*, that this latter expression was not inconsistent with the widow's claim to dower.—*Id.*

12. Where the testator directed his executors to invest in good securities such a sum as would pay an annuity thereby bequeathed, and the income of the fund was insufficient to pay the annuity:

*Held*, that the annuitant was entitled to be paid the deficiency out of the *corpus* or capital.

Anderson v. Dougall, 405.

13. A testator devised all his real estate to his two daughters and a granddaughter "during their lives or the lives of any one of them for their support; and in case of the marriage of any of them then to those above-named remaining unmarried," and after their decease the property was to be sold for the benefit of all his grandchildren. At the time of his death all were living and unmarried; subsequently one of the daughters married but became a widow, the other daughter died unmarried and intestate, and the granddaughter afterwards married (in 1864):