

children was too remote to put her to elect between her dower and the provision under the will.

Id.

4. A testator directed that one of his sons, *W R*, should be educated for one of the learned professions over and above a child's share, and if brought up to a trade he was to receive £250 over and above a child's share. *W R* did not receive a professional education, but entered into the employment of a bank as a clerk:

Held, that he was entitled to receive £250 over and above a child's share.

Id.

5. A testator devised his real estate and personal property to two persons. After making his will the testator contracted to sell a portion of the real estate, but the contract was never carried out, and, after his decease in October, 1862, the parties interested under the contract agreed to rescind the same, which was done accordingly:

Held, that the contract operated in equity as a revocation of the will as regarded the beneficial interest in the real estate; that the interest in the contract passed to the legatees under the residuary clause; that the devisees being also legatees of the personal estate were entitled to the land, and that it did not go to the heirs-at-law.

Ross v. Ross, 205.

6. A testator by his will devised the real estate of which he should die possessed to his wife, "to hold the same forever, and to dispose of it in any manner she may think proper," and further, "the residue of my estate both real and personal I give to my beloved wife to have and to hold the same for her sole use and benefit, during the term of her natural life, and that she may dispose of the whole or any part of the said personal estate, as she may think proper, and at her death the residue of my real estate or personal estate, if any," he gave to other parties:

Held, that the widow took an estate for life in the residue of the personal estate with an absolute power of disposition; but that the deposit in a bank to her own credit of the proceeds of notes and mortgages which the widow had collected was not such a disposition thereof as to withdraw them from the residue of the estate and give her an absolute title thereto; but that the same remained to be administered as part of the testator's estate.

Green v. Carley, 234.

7. A testatrix appointed to a daughter certain moneys, "the interest thereof to be for her sole use during her life, and the principal to be left to all or any of her children she may have at her death;" by the settlement the power of appointment