

proceeds are concerned, while the sum invested remains intact for ever. She can name any of her brothers or sisters who shall enjoy it after her."

Held, that *A. F.* took presently an absolute interest in the fund. *Ib.*

7. The testator devised a portion of his lands, which were subject to mortgages, to his wife in lieu of dower; the residue of his lands and all his personal estate he gave to his father, subject to the payment by his executors of all his just debts, funeral and other expenses.

Held, that the father was bound to discharge the mortgages, and that the widow was entitled to hold the part devised to her, freed from the debts of the testator.

Dungey v. Dungey, 455.

8. *Held*, on rehearing [affirming the decree reported *ante* volume xxii. p. 267] that, although a will speaks from the death of the testator, and so would carry after-acquired lands, yet where a testator devised to his wife all the remainder of his real estate, and then proceeded to enumerate the lands comprised in such remainder, after-acquired lands did not pass as part of the residue.

Crombie v. Cooper, 470.

WILL, PROOF OF EXECUTION OF.

Where probate of a will is produced at the hearing, in pursuance of notice served under the statute 22 Vict. ch. 96, and the opposite party does not serve notice of an intention to dispute the validity of the alleged devise, the probate will be sufficient evidence of such will, and of its validity and contents; but if the notice to dispute has been served, and the will does not appear to be duly executed, the Court will give liberty to adduce further evidence, by affidavit or otherwise, to shew that the several requisites of the Statute 4 Wm. IV. ch. 1, as to the execution of wills had been complied with.

Stewart v. Lees, 433.

[Affirmed on re-hearing, Sept. 8, 1877.]

WILL, REVOCATION OF.

[SETTING ASIDE.]

The decree pronounced (*ante* vol. xxii., p. 30) setting aside a will purporting to be executed by the testator, affirmed on rehearing, except as to costs. In this respect the Court varied the decree by refusing the defendants their costs.

Wilson v. Wilson, 377.

See also "Marriage, Reputation of."