

More frequently, however, they involve the entire, or greater part, of the property of aged people, which represents the accumulation of years and on which they must depend for maintenance. Too often such conveyances result in placing the property beyond the control of the grantor, and the grantor at the mercy of those benefitted, or making litigation necessary in a case of misplaced confidence. Yet, notwithstanding the miscarriages of justice shewn by the reports to have so frequently occurred, trust in one's relatives does not abate, and the desire to make family settlements does not decrease; and, notwithstanding the uncertainty of such a course, clients sometimes prefer to dispose of property during their lifetime, rather than direct how it shall be done after their death, believing that their wishes in that regard are less liable to be thwarted by a disposition they, themselves, may make, than by a distribution according to the law of descents, or if only a will, subject as it is to attack, be left to direct.

Is there not a way, known to the law, of protecting such persons, while still making a disposition to their satisfaction? It would seem that they would be amply secured in most instances by the insertion in the deed of a power of revocation. While this protection does not seem to have been universally relied on in this country, judging from the many instances where it was omitted from deeds of settlement without apparent reason, the power to revoke a deed by virtue of a reservation of that right has long been recognized under the law of England. Coke has sanctioned such a power.<sup>1</sup>

The law in England, by which the same property can be kept in the same family for many years, has, perhaps, caused greater importance to be given in that country than in this to the insertion in deeds of settlement of a power of revocation and appointment to other uses. In fact, the British Courts, in their discussions of the subject, give more attention to the omission of such a power as perpetrating a fraud on the grantor, than to the reservation of such a power as being a constructive fraud on others, or to the validity of such a reservation. Concerning family settlements, they say, that any one taking any advantage under a voluntary

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<sup>1</sup> Butler's Case, 3 Coke, 25.