

shall by will devise, &c., and in default to be divided equally amongst her children.

It is contended by the appellant that, in agreeing to such sale, the trustees have neglected to obtain any consideration for her expectancy in this King street property, and she now seeks to have them charged in taking the accounts, with the fair value of such expectancy.

The appellant, in express terms, conveyed her expectancy in this property to the trustees to be held in trust for the objects set forth in the deed, with power to sell and invest the proceeds, and the sale of any interest she held was to be entirely in their discretion when they thought it expedient to do so. The land in question, with her expectant interest, has been converted into money, and the amount realised is now a fund in the hands of The General Trust Co. Toronto, which represents the land, and in my opinion the appellant's expectancy in the moneys realized from such sale remains as it did before in the land. It is held under the terms of the will in the same way, and subject to the same conditions as the land, and the appellant has in terms expressly authorized this conversion of her right of expectancy into money. If Mrs. Nagle died without exercising her power of disposition by will, there cannot be any doubt that appellant, as one of her children, would be entitled to her equal share in this fund, and unless she has parted with her power under the will of John Bell, she still retains the right to distribute the fund among her children. The only necessary point for us to consider is whether her power of appointment ceased with her concurrence in the sale of the property in question.

Now, it will be noticed that the sale of this property was made by the executors of the will of John Bell in connection with certain necessary arrangements or rearrangements of the assets of the deceased. There were mortgages on some of the lands and properties connected with the estate including the King street property. These sales and rearrangements were made with the consent of all parties interested in John Bell's estate, and as already stated, for the benefit of all concerned, and certainly for the benefit of the appellant. In the agreement or deed concurred in by the trustees the following provision is made respecting the moneys realized by this sale: "The Toronto General Trust Corporation, shall, subject to the provisions of the will of the late John Bell, and the order of Mr. Justice Teetzel, receive all moneys