
 ENGLISH CASES.

 EDITORIAL REVIEW OF CURRENT ENGLISH
DECISIONS.

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POWER—EXECUTION OF POWER—LIMITED POWER — EXERCISE OF POWER BY
WILL—INTENTION.

In re Sharland (1899) 2 Ch. 536, a summary application was made to the court for the purpose of determining whether there had been a valid execution of a limited power. The donee, in addition to a limited power to appoint the income of certain property to her husband for life, had also two general powers of appointment; by her will, which contained no reference to the limited power or to the property subject thereto, she gave, devised and bequeathed all her real and personal estate, and appointed all real and personal estate over which she might have a power of appointment unto her husband absolutely. It was contended on behalf of those entitled in default of appointment under the limited power, that that power had not been validly exercised because the general words would not include the limited power unless the testatrix had no other, here the existence of the other two general powers, prevented the general words from applying to the limited power in the absence of any express intention of the testatrix to exercise it. Kekewich, J. however held that the limited power had been validly executed as the will sufficiently shewed that the testatrix intended to exercise all powers which she had.

VENDOR AND PURCHASER.—CONDITION AGAINST ALIENATION—REVERTER—
REFUSAL TO FORCE TITLE ON UNWILLING PURCHASER.

Re Hollis Hospital, Hagues' Contract (1899) 2 Ch. 540, was an application under the Vendors and Purchasers' Act, in which the point submitted to Byrne, J., was as to the effect of a condition of reverter contained in a deed made in 1726, whereby certain property was conveyed to trustees for the use of a charity, subject to the provision that if any part of the property conveyed should be employed or converted to any other use or purpose than that of the charity, the property should revert to the original donor. The trustees of the charity had entered into a contract for sale of part of the property so conveyed, and the heir of the original donor had notified the purchaser that he would, in the event of the sale being carried out, claim the property by virtue of the proviso. Byrne, J.,