

No doubt it was a feeling of this kind that led Lord Justice James, in *Lambe v. Eames*, supra, to enveigh against the "officious kindness" of the Court of Chancery in interposing trusts when in many cases the father of the family never meant to create them, and virtually making a new will for the testator. It seems to the writer that perhaps the decision of these cases of precatory trust might be simplified, if, in deciding them, the attention were directed not simply to what the testator intended or contemplated should be the destination of his property, but more particularly to the sanctions (using the word in its technical jurisprudential sense^(f)) by which he meant his directions to be enforced.

Perhaps our meaning will appear more clearly if we have recourse to the somewhat cumbrous forms of logic. Let us take the two typical cases of *Shovelton v. Shovelton*, 32 Beav. 143 (1863, and *Re Adams and Kensington Vestry*, supra, (1884), in the former of which it was held that a trust was created, in the latter not. The bequests in these two cases were as follows: in the former, "I bequeath unto my dear wife all my" personal property "to and for her own absolute use and benefit, in the fullest confidence that she will dispose of the same for the benefit of her children according to the best exercise of her judgment, and as family circumstances may require at her hands;" and in the latter "I give . . . all my real and personal estate . . . unto and to the absolute use of my dear wife . . . in full confidence that she will do what is right as to the disposal thereof between my children, either in her lifetime or by will after her decease"^(g).

very sorry that she has done so. That would be the surprise, I think, that he would express and feel if he could do either, if the wife did what was unreasonable as regards the children."

(f) See Austin's Jurisprudence, 4th ed. p. 91 et seq.

(g) There could be no stronger case for adjudging the creation of a trust than the Ontario case of *Bank of Montreal v. Bower*, supra, where the provisions of the will were as follows: "An absolute gift of all the testator's property to his wife followed by the clause 'and it is my wish and desire after my decease that my said wife shall make a will dividing the real and personal estate and effects hereby devised and bequeathed to her among my said children in such manner as she shall deem just and