

passed by the deed. The deed in question was a post-nuptial settlement, and it recited, as was the fact, that the grantor was entitled to a reversionary interest thereby purported to be conveyed, under a settlement of 15th April, 1874, and she thereby conveyed such reversionary interest in trust for herself for life, then to her husband for life, and on the death of the survivor, on the usual trusts for their issue, and in default of issue for the grantor. The grantor's interest, was, however, defeasible and only took effect in default of appointment, and after the making of this deed the plaintiff's mother in pursuance of the power of appointment, irrevocably appointed the property subject to the power in favour of the plaintiff absolutely. It was contended that the plaintiff was estopped by the recital in the deed from disputing that the subsequently acquired interest under the appointment passed under her deed; but Romer, J., was of opinion that the doctrine of equitable estoppel cannot be invoked by a volunteer, and that the deed could not be construed as passing any greater interest than the grantor actually had at its date, and he made the declaratory judgment as prayed by the plaintiff.

**WILL**—ABSOLUTE GIFT—GIFT BY CODICIL "INSTEAD OF" BEQUESTS IN WILL  
—REVOCATION.

*In re Wilcock, Kay v. Dewhirst* (1898) 1 Ch. 95, was a case for the construction of a will. The point was whether an absolute gift made by the will had been effectively revoked by the codicil. By the will in question the testator bequeathed his personal estate to his two daughters equally; but by his codicil he directed that "instead of such bequests in the manner expressed in my said will to such daughters absolutely," his executors should stand possessed of his personal estate in trust for sale and conversion, and to pay the income in moieties to his two daughters for life, and on the death of either of them to pay the moiety of the trust moneys to their children as they should appoint; but the codicil contained no gift over in the event of either daughter without issue. One of the daughters having died without issue, the question was whether the codicil had the effect of revoking the absolute gift to the deceased daughter, and consequently whether there