

wife to have the full advantage of her life estate and power by will to dispose of the property to her "minor children."

No evidence is given, no fraud or collusion is even charged. The executors seem to have thought it necessary—or at least advisable—to dispose of the property and to dispose of it to the widow. For all that appears, she was willing to pay more than any one else, and the sale to her was a most advantageous one for the estate. She was not an executor or a trustee, even if that could be urged in an action constituted as this is. Her acceptance of the quit claim, followed by her acts in requiring the memorial thereof to be registered and in dealing with the property as her own, sufficiently shews that she consented to the conveyance. So far as appears, the purchase money may have been paid into the bank, and the estate received the advantage of it. Unless I must hold that the power given to the executors to dispose of the land carried with it a prohibition against disposing of it to her, I cannot hold the quit claim to her ineffectual. Independently of authority, I should have arrived at the conclusion that such is the case; but authority is not wanting. . . .

[Reference to Lewin on Trusts, 10th ed., pp. 551, 552; Howard v. Ducane, 1 T. & R. 81, 85, 86; Bevan v. Habgood, 1 J. & H. 222; Boyce v. Edbrooke, [1903] 1 Ch. 836; Dickinson v. Talbot, L. R. 6 Ch. 32.]

Instead of the position of a tenant for life in this regard being altered for the worse, the tendency seems the other way, e.g., it is now held that trustees having a power with the consent of the tenant for life to lend trust funds on personal security, may lend them on personal security to the tenant for life: In re Lang's Settlement, [1899] 1 Ch. 593. The proposition to the contrary in Lewin on Trusts, 10th ed., p. 335, purporting to be founded on Keays v. Lane, L. R. 3 Eq. 1, is not followed.

I am not insensible to the fact that the widow in this case was not precisely a tenant for life by a certain tenure, and that her tenancy for life must cease with the exercise of the power of sale; but I am quite unable to see how her position is thereby altered for the worse so as to incapacitate her from taking a conveyance of the land.

The action should be dismissed in respect of this parcel.

The parcel which we have called "B." is on a different footing. Without any deed or conveyance to herself, the widow purports to convey the land in fee by her deed of