

was not shown that it was known to both parties at the time of the sale, nor were circumstances shown from which the Court could properly infer that the two transactions were, to the knowledge of both parties, interdependent. But though he held that the contract as to lot 2 could not be rescinded, yet as he was satisfied that the plaintiff would not have purchased that lot without the other, he refused to grant specific performance. In the result, as it did not appear that the defendant had suffered any damages, both the action and counter-claim were dismissed without costs—the plaintiff losing his £200 deposit on lot 2.

SETTLEMENT—SPECIAL POWER OF APPOINTMENT—WILL—GENERAL BEQUEST OF PROPERTY UPON TRUST FOR OBJECTS OF POWER—GENERAL REFERENCE TO POWERS—CHARGE OF DEBTS—TRUSTEES ENTITLED TO RETAIN TRUST FUNDS—(R. S.O. c. 120, s. 30).

*In re Mackenzie, Thornton v. Huddleston* (1917) 2 Ch. 58. The principal question in this case was whether a power of appointment had been effectively exercised. A married woman, having a power by deed or will to appoint certain settled trust funds in favour of her issue, made a will whereby she did "give devise and bequeath all my property of any description including any property over which I have a power of appointment" unto trustees, upon trust for sale and conversion, and thereout to pay her debts, and to hold the residue upon trust for her daughter for life with remainder to her daughter's children at twenty-one, or marriage. The testatrix had no property of her own. The daughter was her only issue. An application by originating summons was made by the trustees of the settled funds to determine whether the power was well executed and also whether they ought to hand over the fund to the trustees of the will of the married woman. On behalf of the daughter who would be entitled to the fund absolutely in default of appointment it was contended that the will was ineffectual as an exercise of the power, because it was a gift of "my property" and the fund subject to the power was not her property; and secondly because a trust for sale or conversion was created, thirdly because the testatrix provided a narrower range of investments than that contained in the instrument creating the power; and fourthly she directed payment of her debts and funeral expenses. These facts it was claimed indicated that notwithstanding the reference to the power in the will, the testatrix did not intend to execute the special power. Neville, J., who heard the case, held that the power had been well executed, though