[Reference to that case, and to Re Fraser, 45 W.R. 232, 1897; 490, is really in support of the view that the clause is valid. Re Brown, 27 Ch. D. 411.]

The rule there laid down (i.e. in Re Brown) was that when the bequest is to a married woman for her separate use absolutely, with a clause restraining her from anticipation, the question whether that restraint is effectual does not depend upon whether it is a lump sum in cash or an income-bearing fund, but upon whether the testator has shewn an intention that the trustees should keep the property and pay the income to the beneficiary. And the whole decision turned upon the words of the trust which were *to pay* to the married woman. If these words were found in the later clause of this will, as they do appear in the earlier one, I should be bound by this case also. But the words are different in the later clause, and they are the prevalent words: viz. the money is (not to be paid to her) but "settled upon her," which in my opinion completely differences the present will from the others in the citations. Comment has been made on the word used, "I wish," as not being sufficient to create a trust: it may carry an obligatory import, and it has been used by the testator in the context of the will in that sense: Re Bunting, 1909, W.N. 283, per Joyce, J., and Liddard v. Liddard, 28 Beav. 266; Potter v. Potter, 5 L.J.N.S. Eq. 98, is by no means as strong a case as this. The other words "settled upon herself" have a well known testamentary significance. For instance the form of settlement involved is shewn by Lock v. Lock, L.R. 4 Eq. 122, where the discretion was to "settle" the daughters' shares upon themselves "strictly." That was extended by the Court to mean that the property should be so dealt with that the income of the share should for the joint lives of wife and husband be paid to her for life without power of anticipation: that if she should die in the lifetime of her husband, then her share should go as she should by will appoint, and in default of appointment to her next of kin exclusively of her husband, and that if she should survive her husband, then the share should belong to her absolutely.

Some such form is applicable to the present case: there should be a trustee of the settlement provided, and proper conveyances settled by the Court or a conveyancing counsel if the parties cannot agree: to whom the trustee of the will may discharge himself by a transfer of the fund.

This is a proper case for the estate to bear the costs to be taxed.