thereof upon herself and her children,' and it was held that she had a fee subject to the particular trust for the children."

The power to dispose of property gives the widest possible right to alienate, and must be taken to "comprehend and exhaust every conceivable mode by which property can pass:" Lord Macnaghten in Duke of Northumberland v. Attorney-General, [1905] A.C. 406, 410-11); and enables the party having that power "to sell out and out:" per Farwell, J., in Attorney-General v. Pontypridd Urban Council, [1905] 2 Ch. 441, 450.

This is sufficient to warrant me in holding that the objection to the title is not well founded.

I am inclined to think that, upon the construction of the will, there is not a trust, and that the words used cannot be successfully distinguished from the words construed in the case Lambe v. Eames, L.R. 6 Ch. 597. The words there used, following the gift to the widow, were, "to be at her disposal in any way she may think best for the benefit of herself and family." This was held insufficient to cut down the absolute gift.

The whole tendency of the more recent cases is in favour of restricting the doctrine of precatory trust rather than extending it. See, for example, In re Williams, [1897] 2 Ch. 12; In re Oldfield, [1904] 1 Ch. 549.

Since writing the above, I have found the case of McIsaac v. Beaton, 37 S.C.R. 143, where the words are almost identical with the words here used. The property was given to the wife "to be by her disposed of among my beloved children as she may judge most beneficial for herself and them;" and the Court, affirming the Nova Scotia Courts, held that the widow took the real estate in fee, with power to dispose of it whenever she deemed it was for the benefit of herself and her children so to do.

An order will, therefore, go declaring that the objection to the vendor's title is not well taken, and that under the will and the conveyance in question the vendor's predecessor in title took the land in fee simple.

Costs are not asked.