

the control of the company. These persons were paid certain specific sums for their services, but were not treated or regarded as permanent employees of the company and were at liberty to terminate their engagements with the company at any time without notice; and it was held by Sargant, J., that neither of them came within the category of "clerk or servant" within the meaning of the Companies Consolidation Act, 1908 (8 Edw. VII. c. 69), ss. 107, 209 (and see R.S.C. c. 144, s. 70; R.S.O. c. 178, s. 98).

POWER OF APPOINTMENT BY WILL—MARRIAGE SETTLEMENT—
ENGLISH WIFE—FRENCH HUSBAND—CONSTRUCTION OF
SETTLEMENT ACCORDING TO ENGLISH LAW—FRENCH DOMICIL
—UNATTESTED FRENCH HOLOGRAPH WILL—VALID EXERCISE
OF POWER—EXTENT OF PROPERTY APPOINTED—FRENCH LAW
—WILLS ACT 1837 (1 Vict. c. 26), s. 27—(R.S.O. c. 120,
ss. 11, 13, 30).

In re Lewal Gould v. Lewal (1918) 2 Ch. 391. The question in this case was whether, and to what extent, a testamentary power had been well executed. The power was contained in the marriage settlement of an English lady married to a Frenchman domiciled in France. By the terms of the settlement it was to be construed according to English law. The lady was a minor and of the age of 19 at the time of the making of the will, which was an unattested holograph will made in France, whereby she appointed her husband her "legataire universel." The will was a valid will according to the law of France to the extent of one-half of the property of the testatrix, as she was under 21. Peterson, J., held that the provision requiring the settlement to be construed according to English law did not have the effect of restricting the testamentary capacity of the wife to full age according to the law of England and that the will, being a valid will according to the law of France, was within the contemplation of the settlement as an instrument by which the power could be exercised, and that s. 27 of the Wills Act, 1837 (see R.S.O. c. 120, s. 30) could be invoked for the purpose of interpreting the French will and that the power had, under that section, been effectually exercised, but as the will was only valid according to the French law to the extent of one-half to the testatrix's property it only operated on one-half of the property subject to the power, and as to the other half it went as in default of appointment.