to the grantee.[11] However, it would probably be wiser to state in the deed how the power therein reserved might be carried out. The mere fact that the law does not recognize the form of the revocation will not operate to defeat it, if it has been exercised in the manner assented to by the parties. Thus, where a deed provided that a revocation, to be effectual, should be an instrument under seal, acknowledged and recorded, as deeds of land are required to be recorded according to law, a revocation in compliance therewith could not be defeated by the fact that the acknowledgment and recording of such an instrument was not provided for by statute.[12] But the act of revocation, to be effectual, must be complete. The interest of a grantor will not be divested by a deed of revocation executed by the grantor in anticipation of a settlement with his creditors, and destroyed by him on failure to effect such settlement.[13]

Since the nature of the power is to leave to the free will and election of the grantor the question whether it shall or shall not be executed, a Court of Equity will not interfere in a case of non-execution, though the non-execution is caused by accident or mistake. But if the exercise of the power was attempted, and was defective, but the intent to revoke is clear, equity would aid the defective execution.[14]—*Central Law Journal.*

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[11] *Ricketts* v. *R. R. Co., supra.*
[12] *Ricketts* v. *R. R. Co., supra.*
[13] *Hill* v. *Cornwall,* 95 Ky. 526, 26 S.W. Rep. 540.
[14] 22 Am. Enc. of Law, 1127.