

any child attaining a vested interest and she had also a special power to appoint in favour of any husband who should survive her during his life or any less period. By her will, without specially referring to either power, she did "give devise appoint and bequeath all my estate and property and effects whatsoever, and wheresoever, both real and personal, which I have power to dispose of by my will, to my husband, Alexander Chapman absolutely, and I appoint him sole executor of this my will." It was claimed on behalf of the surviving husband that this was not only a good exercise of the general power, but also of the special power which the testatrix had to appoint a life estate to her surviving husband. On behalf of an infant daughter it was contended that the will shewed no intention of exercising the special power, and that the words "my" and "absolutely" indicated an intention merely to exercise the general power. Sargant, J., however, was of the opinion that there was a clear intention on the part of the testatrix to bestow on her husband all the benefit she could, and that in the circumstances, both powers were well executed.

SETTLEMENT—POWER OF APPOINTMENT — TITLE—SALE — COM-
POUND SETTLEMENT—TRUSTS — SETTLED LAND ACT, 1882.

In re Gordon and Adams (1913), 1 Ch. 561. This case decides a neat little question of conveyancing. By a will a testator appointed trustees, and he empowered his wife by deed or will to appoint and dispose of all or any of his property as she should think fit, and in default, or until such disposition, and so far as it should not extend, the testator gave the lands in question to the use of his wife and her assigns for life with remainder to the use of one Gordon and his assigns for life, with divers remainders over. And the testator empowered his trustees to sell any part of his freehold estates thereinbefore given. The testator died in 1891, and his widow appointed Gordon her sole executor, and in exercise of the power of appointment appointed the land in question to Gordon for life with remainders over. She died in 1892, and Gordon having contracted to sell the land under the Settled Land Act, 1882, the purchaser objected that a good title could not be made until trustees were appointed for the compound settlement created by the two wills. But Eve, J., held that such appointment was unnecessary, because the appointment made by the widow's