

tion to make such an order wherever satisfied that it is proper and consistent with a due regard for the interest of all parties interested under the settlement.

WILL—CONSTRUCTION—ABSOLUTE GIFT—GIFT ON CONDITION—PRECATORY TRUST
"IN THE FULLEST CONFIDENCE"—ELECTION.

In *re Williams, Williams v. Williams*, (1897) 2 Ch. 12, the Equity doctrines of election, and precatory trusts, came in question. A testator bequeathed his residuary estate to his wife absolutely, "in the fullest confidence that she will carry out my wishes in the following particulars," these were to pay the premiums on a policy on her own life and which was her own property, and by her will leave the moneys payable thereunder, and also certain moneys payable at the testator's death in respect of a policy on his life, and which was his own property, to his daughter Lucy Morris. On the testator's death his widow took possession of his property and enjoyed it till her death, when she bequeathed the policy moneys received under the policy on her husband's life to Lucy Morris, but the policy on her own life she disposed of otherwise. The action was brought for the construction of the husband's will, and it was contended on behalf of Lucy Morris, that the widow having taken the benefit of her husband's will was bound to carry out its provisions as regarded the policy on his own life, and that she was put to her election between the benefits conferred by the will and her right to her own policy: but Romer, J., held that the words "in fullest confidence," etc., were not sufficient under the modern cases to create a precatory trust of the policies, and that the widow took all the property which the testator gave her absolutely, and with this decision the majority of the Court of Appeal (Lindley and Smith, L.JJ.) agreed; but Rigby, L.J., dissented, being of opinion that although the gift to the wife was absolute it was conditional, and that she was bound to comply with the condition.

WILL—CONSTRUCTION—CLASS—SUBSTITUTION.

In *re Hannam, Haddelsey v. Hannam*, (1897) 2 Ch. 39, was also a case for the construction of a will, whereby a testator after giving a life estate to his mother on certain pro-