directed his trustees, after the death of the survivor of his wife and niece, to pay two pecuniary legacies, and, after payment thereof, to stand possessed of his real estate and the residue of his personalty upon certain other trusts. The trustees assumed to sell the real estate and the question was whether they had power to do so under the Act above referred to. Stirling, J. came to the conclusion that the debts and immediate legacies and also the future legacies were charged upon the real estate, basing this part of his decision on *Greville* v. *Browne* (1859) 7 H.L.C. 689; also that the charge of the debts and immediate legacies being unaccompanied by any direction to the trustees to pay them, did not vest the legal estate in the land in them; also that the form of the gift to the widow in the absence of any trust for her separate use, vested the legal estate in her for life, the purposes of the will not requiring that it should vest in the trustees during her lifetime and consequently that the testator had not devised the real estate for his whole interest therein, and therefore the trustees had no power of sale under s. 14. (See R.S.O. c. 129, s. 16.)

**POWER OF APPOINTMENT**—WILL—CONSTRUCTION—INTENTION TO EXERCISE POWER.

*In re Milner, Bray* v. *Milner* (1899) 1 Ch. 563, discusses the question whether a special power of appointment had been duly executed.—The testatrix who was entitled to a special power of appointment of a life interest in certain lands in favour of her husband, by her will, dated in 1882, gave legacies to persons not objects of the power out of her separate estate or out of her estate and effects over which she had any disposing power, and then proceeded, "I give, bequeath and appoint all the residue of my estate and effects, whatsoever and wheresoever, unto my husband absolutely." The testatrix had no other testamentary power of appointment. She died in 1883 leaving her husband surviving. Stirling, J. held that the use of the word "appoint" in the residuary bequest in favour of the husband indicated an intention on the part of the testatrix to execute the power, and that it was well executed by the will.

**TRUSTEE**—POWER TO INVEST ON PERSONAL SECURITY—LOAN TO TENANT FOR LIFE—BREACH OF TRUST.

*In re Laing's Settlement, Laing* v. *Radcliffe* (1899) 1 Ch. 593, was an application by the plaintiff, a tenant for life, under a settle-