MARRIED WOMAN—INTEREST FOR LIFE OF MARRIED WOMAN FOR SEPARATE USE, FOLLOWED BY GENERAL POWER OF APPOINTMENT, AND, IN DEFAULT, LIMITATION TO HER EXECUTORS, ADMINISTRATORS, OR ASSIGNS—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT., C. 75), SS. 1, 2—(R.S.O., C. 132, S. 3).

In re Davenport, Turner v. *King*, (1895) 1 Ch. 361; 13 R. Feb. 179, a bequest had been made to trustees in trust to pay the income to a woman married after 1882, for life for her separate use, and as to the capital in trust for such persons as she should appoint by will, and in default of appointment for her executors, administrators, or assigns. The married woman claimed to be absolutely entitled to the fund. Kekewich, J., held that before the Married Women's Property Act, 1882, the life estate and the reversion limited to the married woman would not have coalesced, but that since that Act they did, and that on releasing her power of appointment she was entitled to a declaration that she was absolutely entitled to the fund. He considered a release of the power was necessary, because, owing to the circumstances of the trust estate, he was not in a position to make an order for its immediate payment to the married woman.

WILL—CONSTRUCTION—PRECATORY TRUST—"I WISH THEM TO BEQUEATH THE SAME."

In re Hamilton, Trench v. *Hamilton*, (1895) 3 Ch. 373; 13 R. Feb. 196, exhibits the prevailing tendency of the courts to confine the doctrine of precatory trusts within narrower limits than formerly. In this case a testatrix bequeathed two legacies of £2,000, followed by the words, "and I wish them to bequeath the same equally between the families of my nephew, Silver Oliver, and my dear niece, Mrs. Pakenham, in such mode as they shall consider right." The question was whether these words had the effect of creating a precatory trust, and thereby cutting down the gift to the legatees to a life interest, and Kekewich, J., held that they had not that effect. As the learned judge remarks, the older authorities, though not expressly overruled, have been nevertheless ignored.

COMPANY—WINDING UP—LANDLORD AND TENANT—RENT ACCRUED AFTER WINDING UP—RENT PAYABLE IN ADVANCE.

In the case of *Shackell* v. *Chorlton*, (1895) 1 Ch. 378, a contest arose between the landlords of a company being wound up and the liquidator as to the landlords' right to cover rent falling