and where there has been a deed of settlement executed by husband and wife of lands which, although formerly conveyed by personal representatives of the deceased husband, or those who would take if there had been no settlement, would be necessary parties to an action brought by the widow to set aside the settlement and they are the only parties who could ask for a rescission of the deed.

3. Such a deed of settlement, although it transferred all the property of the settlers to the trustees without power of revocation in trust to pay the net income or part thereof to the settlers or the survivor of them until the death of the survivor, and afterwards to distribute the corpus or the income thereof between the children or some of them in the absolute discretion of the trustees, was held in the peculiar circumstances set forth in the judgment not to be improvident.

4. If the trusts declared in a deed of settlement are too vague and uncertain to be executed, a trust in favour of the next of kin would result by operation of law, and the trustees would not take for their own benefit: *Lewin*, p. 164.

5. The settler may wish to protect himself from his own improvidence or against importunities of relatives and in such a case the absence of a power of revocation in the deed is not a ground for setting it aside. *Toker* v. *Toker*, 3 D.G.J. & S. 487, and *Phillips* v. *Mullings*, 7 Ch. Ap. 244, followed, and *Coutts* v. *Acworth*, L.R. 8 Eq. 558, distinguished.

6. As the trustees were not beneficiaries under the deed, the absence of independent advice in the execution of it was not important. *Hugenin* v. *Baseley*, 14 Ves. 273, distinguished.

7. The plaintiff, one of the settlers, after the death of her husband, had, in the circumstances set forth in the judgment, estopped herself from complaining of the deed by acquiescence, laches and delay. *Turner* v. *Collins*, L.R. 7 Ch. Ap. 329; *Allcard* v. *Skinner*, 36 Ch.D. 145, and *Jarratt* v. *Aldom*, L.R. 9 Eq. Cas. 463, followed; *Sharp* v. *Leach*, 31 Beav. 491, distinguished.

8. As the deed in question required that the estate should be converted into money at the death of the widow, in contemplation of equity the estate conveyed consisted of personal estate: *Attorney-General* v. *Dodd* (1894), 2 Q.B. 150, and since the rule against a "double possibility" or "a possibility upon a possibility" has, according to *In re Bowles, Amedroz* v. *Bowles* (1902), 2 Ch. 650, no application to personal estate, therefore the deed was not objectionable as offending against such rule, al-