any part of the trust property as their pledge.

As executor and administrator Hardoin Lionais may sell, hypothecate, and re-invest, but when he does so, it is not for himself but for the children, legatees.

He is authorised to make, sign and execute all bills, cheques, obligations, receipts, quittances, and all other acts and documents required, and generally to make all acts of the most ample administration; but the acts here indicated are those required for carrying out his administrative functions, and would not extend to endorsing a promissory note for the accommodation, and to secure the debt of another due to that other's creditor; there is in fact no power whatever to endorse given by the will. The powers here given are extensive, but are still those of administration.

He may employ the funds and revenues, and even the capital of the trust estate in the care, subsistence, education and establishment of the children, as he sees fit, but this was a power that would need to be expressly exercised; its exercise could not be inferred from the mere endorsement of a note for accommodation of one of the sons, neither was it contemplated that money should be borrowed for such a purpose, nor the real estate thus indirectly affected, and in any case it should appear by the transaction itself that such a power was being exercised, to make it valid.

There is no power given by the will to authorize the executor to become security for the debt of another, nor to sign notes, save for administrative purposes, nor for any purpose to endorse notes. The accommodation or giving security on promissory notes is beyond any of the powers conferred, and as regards the establishment of any of the children, it should appear by the act itself of establishment that money or value was taken from the estate and applied to this purpose, in order to justify it as a charge.

He is dispensed with making an inventory or rendering an account.

The meaning of this in law is understood, although authors have differed as to the effect of it, yet no inference can be drawn from such dispensation, that the property in such case rests with the executor himself. See C. C. Art. 916 and 921, Ricard, Donations, part 2nd, cap. 2, Glose 7, p. 411, No. 86 et seq. 2 Delvincourt, Cours de Code, p. 375 of notes. Note 3: "Mais la dispense de faire inventaire n'emporterait pas celle de rendre compte. Le testateur pourrait-il le dispenser également de cette dernière obligation? Oui, dans les cas qui viennent d'être rapportés. Mais cette dispense à son tour n'emporterait pas celle de payer le reliquat. Seulement l'on serait tenu de s'en rapporter à sa bonne foi."

It is urged that the power, in this instance, given to the executor, is so extensive, and the interest of the children being declared to be only eventual, the property itself really vests in Hardoin Lionais, the executor, as the actual present proprietor thereof, and not in the children until it is passed to them by the executor. True, the executor is not responsible for waste or diminution of the substance of the estate, and he may hypothecate and even alienate it for the purposes of his administration. He may also distribute it according to his will among the heirs of his wife, or among those of them he prefers, but this diminished responsibility is towards those heirs, they alone can call him to account for a contravention or misapplication of this power, no others have a right to interfere.

The granting of a power to appoint or distribute among heirs or legatees is well known to the English law, it is frequently practised there. Although of not so common occurrence in practice here, I think it is fully sanctioned by our law. Ricard, Traité des Donations, première partie, cap. 3, sec. 12, p. 132, No. 571. "Au cas "que l'élection qui est laissée par le Testateur à "un tiers ou à l'héritier institué ne regarde point "la substance du legs, qui est certain et fait au "profit de quelqu'un; mais seulement le choix "de la personne entre un certain nombre, ou de "la chose entre plusieurs choses qui sont desig-"nées, ou du temps, et pour lors le legs est vala-"ble."

See Sirey, 1860, Partie 2nd, p. 475, Arrêt Poirot c. Moonet, Sirey, 186, part 2, p. 132. Arrêt Jean Pierre c. Porte.

It is beyond a doubt and not disputed, that the immovables seized were the property of the deceased Henriette Moreau, and when seized formed part of her estate, but it was contended that her estate was bound by the executor's endorsement. For the reasons above given, I think this contention cannot be supported.

There remains the further reason that these