

By R.S.O. 1914, ch. 70, sec. 4, where a husband dies beneficially entitled to any land which does not entitle his wife to dower at common law, and such interest whether wholly equitable or legal and partly equitable is, or is equal to, an estate of inheritance in possession, his widow will be entitled to dower out of such land. If M. could not be considered as legal tenant in fee simple, he had at least an interest equal to an estate of inheritance in possession; and though he might possibly have defeated his wife's right to dower by a conveyance under the power in his life-time, yet as he died entitled to an interest equal to an estate of inheritance in possession, she would upon his death be entitled to dower.

The previous paragraph may be a fitting introduction to a consideration of *Re Cooper and Knowler*. Though the death of the grantee does not affect the interpretation of the deed, it does affect the right to dower; and in that way the cases are not exactly similar, and *Re Osborne* affords no assistance in determining what should have been the decision in the later case. The point presented in that case for determination was squarely put, viz., whether, on a grant to A. or his heirs to such uses as he should by deed or will appoint, and in default of appointment, to A. his heirs and assigns, A. could by exercising the power of appointment by deed defeat his wife's right to dower. His Lordship declined to decide this in the wife's absence, and, as there is a doubt about it, refused to force the title on the purchaser. As a matter of law, the wife was at the moment entitled to dower, for the husband was seised of an inheritance in fee simple; and the question put was whether a conveyance made under the power would divest her of her right. The question whether he can do so under the limitations in that case must therefore still remain in doubt. And meanwhile it is wise in drawing conveyances to uses to defeat dower to introduce a grantee to uses who is not also the *cestui que use*. Then the terms of the statute will be fulfilled, for there will be a person seised to the use of some other person, who may exercise the power over the use.

CONTRACTS OF SALE.

It is surprising, when buying and selling have been recognised all these centuries, that there should be so little authority on the question of a house agent's or a solicitor's power to bind his client in matters relating to a sale. The decision of Mr. Justice Sargant in *Lewcock v. Bromley* is a useful one as shewing that the law is quite settled that a general authority to find a purchaser does not authorise the signing of a contract on behalf of the principal. Before the agent can do that he must have a special authority from his principal. So far it is clear, but the difficulty comes in when some ambiguous phrase is used as "sell my house for me," or, if he has power to sell, as to what kind of contract he is author-