

making the new appointment, as the new appointment was invalid the revocation failed and the original appointment stood. But Joyce, J., held that although the new appointment was invalid the revocation was good.

POWER OF APPOINTMENT—POWER TO APPOINT BY WILL DURING
COVERTURE—WILL MADE DURING HUSBAND'S LIFETIME—
DEATH OF HUSBAND LEAVING WIFE SURVIVING.

In re Safford, Davies v. Burgess (1915) 2 Ch. 211. By a marriage settlement made by the wife's father, funds were settled upon the usual trusts during the joint lives of the husband and wife and the life of the survivor, and after the death of the survivor "for the children of the marriage," or, in case there should be no issue, "upon trust for such person or persons as" the wife "shall by will during the continuance of the said intended coverture, direct or appoint," and in default of, and subject to, any such appointment, in trust for the settlor, his executors, administrators and assigns. There was no issue of the marriage. During the coverture the wife made a will appointing the fund. She survived her husband, and died without revoking the will. It was contended, on behalf of the father's representatives, that the wife's appointment was invalid, because the will did not take effect during coverture; but Joyce, J., who tried the action, held that there was no reason for implying a condition that the wife's will should not be a valid appointment unless she also died during coverture. He therefore came to the conclusion that the power had been validly exercised.

WILL—CONSTRUCTION—SUBSTITUTIONAL GIFT—PARENT'S SHARE
"SHALL BE PAID" TO CHILDREN—JOINT TENANCY OR TEN-
ANCY IN COMMON.

In re Clarkson, Public Trustee v. Clarkson (1915) 2 Ch. 216. By the will in question in this case the testator bequeathed leaseholds on trust to pay the rents to his grandson for his life, and upon his death to sell and pay the proceeds unto and amongst his nephews and nieces as tenants in common, and in case of the death of any of the nieces or nephews he directed that the children of such deceased nephew or niece "shall be paid a parent's share." The testator died in 1864, and left only one nephew, who died in 1880, and no niece. The grandson died in 1912. The nephew had two sons, one of whom died in 1913. The question, therefore, was whether the surviving son of the nephew was solely entitled, or whether the estate of his deceased brother