in the English Ord. xxxvi., r. 58, and consequently as to damages accrued between the date of the writ and the death of the plaintiff the present case would probably be no authority in Ontario, and here a new action for such damages would be necessary. As regards the equitable remedy to have the obstruction to the light removed, it was held that this was a right which passed to the devisee, by whom the proceedings to enforce it might be carried on. This equitable right, it was held, did not stand on the same footing as the old common law right of action for a tort.

POWER OF APPOINTMENT—INVALID EXERCISE OF POWER—FRAUD ON POWER—APPOINTMENT TO OBJECT OF POWER WITH UNWARRANTED DIRECTIONS FOR SETTLEMENT—TRUST FOR PERSONS NOT OBJECTS OF POWER.

In re Crawshay, Crawshay v. *Crawshay*, 43 Chy.D., 615, is a case on the law of powers, and illustrates the rule that any appointment in favour of other objects than those contemplated by the power, whether by trust or otherwise, is an invalid exercise of the power. In this case a testator had power to appoint £35,000 to and among his children. By his will he bequeathed £150,000 to trustees for his daughter Jessie for life, and after her death for her children. The will then recited the power of appointment of the £35,000, and by virtue of the power the testator appointed £10,000 thereof in favour of Jessie, but directed this sum to be paid to the trustees of the £150,000, to be held on the same trusts. He also appointed £17,000 in favour of two other daughters, and the residue of the fund of £35,000 he appointed to his son Robert absolutely; and in case he had exceeded his power in not appointing the £10,000 to Jessie unconditionally, and in case his daughter or her husband, or any other person, should object to the settlement, or should not confirm it, if required so to do, then he appointed the £10,000 to his son Robert, "but who will, I am assured, settle the same voluntarily in the manner in which I have attempted to settle the same as aforesaid, so as thereby to carry out my wishes." After the testator's death, his son Robert executed a declaration of trust of the £10,000 to carry out his father's wishes. There was no evidence (other than the will itself) of any bargain between the testator and his son that the latter should settle the £10,000. North, J., upon the application of the trustees raising the question as to the validity of the appointment, determined, (1) that the appointment in favour of the daughter Jessie, being accompanied by the condition as to settlement of the £10,000, was for that reason invalid; (2) that the £10,000 did not pass to Robert under the appointment of the residue, but (3) under the last appointment to the son, there being no evidence of any bargain by the son to settle the fund, but only an expression of the testator's wish that he should do so, the fund would pass to the son absolutely, free from any obligation to settle it, and therefore it was validly appointed.

WILL—CONSTRUCTION—GIFT TO MARRIED WOMAN FOR LIFE WITHOUT POWER OF ANTICIPATION—GIFT OVER "ON HER ANTICIPATING" THE INCOME—MORTGAGE OF LIFE INTEREST.

The question *In re Wormald, Frank* v. *Muzeen*, 43 Chy.D., 630, was whether a gift over of a fund bequeathed to a married woman for life without power of