

liams' Real Assets, 84, Dart, Vendors, &c., 400, and Sugden on Powers, 118, 119—that where a testator by his will directs real property to be sold, without saying by whom, and the proceeds to be distributed or applied by his executors, they take a power to sell and convey the fee. Now in this informal will, we find a clear though clumsily expressed power to sell in the following words: “Also, it is my will that, when the aforesaid property be sold, that the interest be put to the clothing and schooling of my children and to the support of my wife, so long as she remains my widow,” and the proceeds being directed to be applied to maintenance indicates that an immediate and not a postponed sale was intended. Strong, J., then points out how that the executors were to apply the estate and effects, and proceeds thus: “I think, therefore, that Eliza Glover, the testator's daughter, born after the making of this will, is not, either as one of the co-heirs at law or as entitled to the benefit of the trust for maintenance, a necessary party to the conveyance, inasmuch as the executors take a legal power of sale, and I must, therefore, allow the appeal with costs.”

In *Mower v. Orr*, 7 Hare 472, the testator gave his estate, including copyhold of inheritance, leaseholds, merchandise, money in the funds, and cash, to his children and grandchildren, in twenty shares, and directed some of such shares to be invested in the government funds for the infant legatees, and requested his executors on his death to get his property together and divide it, it was held that the will must be taken to direct a sale and conversion of the copyhold estate. There was no devise of the estate or any part of it to the trustees as in the present case. The Vice-Chancellor held that the testator must be understood as directing the conversion of the copyhold estate into personalty. The division of the entire property into a number of shares and the directions contained in the will as to the investment and disposition of some of such shares, precluded the supposition that the testator intended the copyhold should remain unsold—and a sale was accordingly ordered.

In *Hamilton v. Buckmaster*, L. R. 3 Eq. 323, a bill was filed for the specific performance of a contract to purchase a leasehold house, raising the question whether the executrix, who had entered into the contract, had power to sell under her testator's will. The executors were directed to sell “all his (testator's) stocks, shares, and securities, and such other part of his personal estate as was in its nature saleable, and