

such provision as to maintenance . . . and such conditions and limitations over . . ." as the husband and wife during the joint lives, or the survivor, may by deed or instrument in writing appoint. In default of any such direction or appointment, the children take equally.

The plaintiff contended that, although no appointment had been made in her favour which would justify this action, and she might in the end take nothing, she had the right to attack the appointments made, so that, if she should become entitled as a surviving child, she might find the fund available.

The learned Judge was of opinion that the plaintiff had a *locus standi* to maintain the action.

The wife died on the 18th September, 1872. There were three children: Gertrude, born in 1865; Ida, the plaintiff, born in 1866; and Cuthbert, born in 1868.

In 1880, the defendant Charles V. M. Temple married a second time, and of this marriage there was born a son, the defendant Arthur Temple. On this marriage, Charles purported to settle on his wife £2,671, part of a sum of £5,000 given him by the will of his first wife. But the latter had no property at the time of his death, and her will was never proved, and there was in fact no such fund.

When Gertrude came of age in 1886, her father made an appointment in her favour of \$22,000, portion of the trust-fund, releasing his own life-interest in this, so as to entitle her to immediate possession of this sum. On the same day, Gertrude executed a settlement by which this \$22,000 was transferred to her father in trust to pay the income to himself and the corpus to her upon his death; but, owing to another gift, this operated only on \$9,000. On the same day, Gertrude, by deed of donation, gave to her step-mother \$13,000, which was expressly accepted in satisfaction of the £2,671, and was to be held for the benefit of any issue of the second marriage, and in default of issue was to revert to the husband's estate.

When the plaintiff came of age and was proposing to get married, her father offered to settle \$9,000 on her if she would abandon the marriage; she declined, and the settlement was not made.

In April, 1887, the father, by a similar deed, settled \$18,000 on Gertrude, releasing his life-estate, and on the same day she executed a trust-deed in his favour, giving him a life-estate, with remainder to herself. This made \$40,000 withdrawn from the fund.

In January, 1890, by a similar deed, \$27,000 was appointed and released to Cuthbert, and this he settled on his father for life, remainder to himself. This transaction of appointment and settlement was attacked, and the grantee made no attempt to