

he makes no inquiry at the time when he is about to execute these deeds. Can I believe, or can anybody believe, that this was done for the purpose of paying the supposed amount of debts, three or four thousand pounds, when one finds an appointment made of £27,000, and when one observes (which is of considerable importance) the course that was taken after the appointment was so made? * * Lord Mornington suggests that it was impossible he could have a notion that he was to be the party to benefit by these instruments, because he had heard, and he believed, that his son had previous to his lunacy made a will, by which he had given the whole of his property to a person with whom he had lived. I confess that it is one of the most extraordinary statements in this case, that Lord Mornington, believing his son's debts to be only £3000, did, to the detriment of his daughter Lady Victoria, appoint to him in this state, £27,000, in the belief that the surplus would go to a woman with whom his son had been living. Anything more monstrous and more incredible was never stated in a court of justice, * * but it proves to what statements a person is driven who makes a statement of this sort in order to justify the act which he has committed. * * Holding, therefore, as I do, that the appointment has been made by Lord Mornington, not for the benefit of his son, but for his own benefit, it seems to me consistent with the whole class of authorities, and to follow the principle of the class of authorities in which the object of the power was capable of entering into a bargain with the father, which this unfortunate gentlemen was not, to hold that this is a fraud upon the power; that it is an exercise of the power by which the father endeavored to obtain a benefit for himself, which, of course, the court will not allow him to retain, and the consequence is, that the deeds must be set aside, and Lord Mornington must pay the costs of this suit."

Less strong as to motive, and therefore more strongly in our favor as to the doctrine, is the case of *Marsden's Trusts*, 4 Drewry, 594, decided by Vice-Chancellor Kindersley in 1859. On the marriage of Mr. and Mrs. Martin, their marriage settlement gave her a power of appointment of certain stocks among the children. Some years after, Mrs. Martin, wishing to make a better provision for her husband, proposed to appoint the whole property to one daughter upon condition that, at her majority, she should give her father one-half absolutely, and a life interest in the other