IRELAND.

APPEAL FROM THE COURT OF CHANCERY.

MARNELL and another—*Appellants.*
BLAKE and another—*Respondents.*

May, 1815; April 1, 8, 1816.

POWER.—INFORMAL EXECUTION AIDED.—ANNUITY.

IN this case a tenant for life, having a power to raise a sum of money, granted an annuity charged on the settled estates till a certain sum should be paid off, without, in the annuity deed, referring to the power. Held that this, under the particular circumstances of the case, was a good, though an informal, execution of the power.

The peculiar circumstances were chiefly, that the settlement gave no directions as to the mode of execution; and that it contained a prohibition against sale or mortgage, which, though it was understood as only a prohibition against sale or mortgage so as to defeat the provisions of the settlement, might have had the effect of inducing the tenant for life to have recourse to the mode of annuity.

Lord Eldon (C.) (*Lord Redesdale* concurring) expressly guarding the judgment against being understood as a decision that *in all cases*, where tenant for life had such a power, the grant of an annuity, without reference to the power, would be a good execution.

Sept. 18, 1779. Indenture of settlement made on the marriage of James Marnell and Honora his wife.

BY indenture bearing date the 18th of September, 1779, and made between Edmond Marnell, then of Cregan, in the county of Galway, Esquire, and Elinor Marnell his wife, and James Marnell his eldest son and heir, (all since deceased,) of the first part, James Henry Burke, Edmond O'Flynn, Thomas Kelly, and Ulick Burke, Esquires, of the second part; and Honora Morgan, (since de-