viz. where it is settled, by way of trust, or power over a use. (2 Vis. 191. 2 T. R. 695.). It is not necessary to explain the artificial doctrine, by which her ~~authority~~ "appointment," or, "~~decla~~ "declaration," or "writing in nature of a devise," is supported, in these cases; or the manner, in which the execution of her authority takes effect. It is sufficient to say, that, in the present ~~instance~~ instance, neither of the above modes has been pursued. There has been no settlement made, nor even an agreement to make one. The engagement of Mr. B. to do "all & every such "act & acts, as may be needful & proper, &c. for "carrying" Mrs. B's will "into full effect," is wholly negatory. It does not ~~provide~~ import a stipulation for any future settlement, by way of use, or trust, whatever. And, certainly, nothing short of such a settlement, or a specific agreement, by the necessary parties, that one shall be made in future, can give effect, even in equity, to a feme covert's devise or appointment, in the case of real estate. (6 Bro. Parl. Ca. 156. 2 T. R. 695.)

Whether any part of Mrs. B's real property lies in other states, than those, to whose laws I have adverted, the documents do not inform me. If not, I am of opinion, that the will is void, both in law & equity, as to the whole property, both real & personal: Tho', as to the real estate in Massachusetts, I am, by no means, free from doubt.

July 25. 1816.

James Gould.

P.S. The question, respecting the local laws of Pennsylvania, I am not able to answer.