documents by which it was accompanied, were severally marked filed as of the 7th of May, 1830, and the case was thereupon again submitted.

10*th July*, 1830.—BLAND, *Chancellor*.—This case standing ready for hearing, and the solicitors of the parties having been fully heard, the proceedings were read and considered.

The difficulties here presented arise from the different constructions given by the parties to two wills under which they claim. The first of them is that of the late *Baruck Duckett*, and the matter, as to it, turns upon what shall be considered as the true meaning of four of its clauses, the first of which is in these words:

'I give and devise to my son-in-law, *William Bowie*, of *Walter*, the plantation whereon I now dwell, likewise the lands called the Jeremiah and Mary, and the resurvey on the Jeremiah and Mary, and ten acres of the land purchased of *Henry L. Hall*, to be laid off at the north end, during his natural life only. In case the said *Bowie* should die before his wife *Kitty*, she has hereby a right to remain on, to occupy and enjoy all the aforesaid lands during her natural life. If either the aforesaid *Bowie* or his wife *Kitty*, should cut down, or suffer to be cut down the enclosed woods below my dwelling-house, for cultivation, their title to cease and be void for ever. I hereby authorize the said *Bowie* to designate any one or more of his children by his wife *Kitty*, who shall have the fee simple in all the aforesaid lands: my will being, that the fee should pass to all or any one of them in the discretion of their father; creating this uncertainty of designation merely as a motive to good conduct in them all.'

With regard to this clause it is sufficiently clear, that *William* had an estate for life given to him, with remainder of an interest for life to his then wife *Kitty*, in case she should survive him. The power given to the devisee *William* to designate which of his children should take after himself and their mother, cannot, it is true, be considered as enlarging his estate in any respect whatever. It is a mere power to specify the course which the fee simple should take after his death, and nothing more. But then, when contemplated with reference to the persons among whom the selection was to be made, it is as to them, almost the same as if the holder of the power had been actually vested with an absolute estate in fee simple; because, as to each of those persons, the power, in the full scope of its exercise, ranges without control from nothing to the whole. And it is allowed to be arbitrarily exercised, be-