

as if converted and invested as directed by the will creating the trust. It was conceded that the trustees were acting *bona fide*, and claimed that in the best interests of the persons interested in the estate, it would be a most inopportune time for realization. The Court of Appeal (Eady, Bankes, and Warrington, L.JJ.), considered that in the circumstances the discretion of the trustees had been properly exercised and could not be interfered with and that the legatee was only entitled to the interest provided by the will pending conversion.

**WILL—LEGACY OF ANNUITY "FREE OF ALL DUTIES" TO SOLICITOR-TRUSTEE—INCOME TAX.**

*In re Saillard, Pratt v. Gamble* (1917) 2 Ch. 401. This was an appeal from the judgment of Neville J. (1917) 2 Ch. 140 (noted *ante* vol. 53, p. 390). The question was whether a legacy of an annuity of £200 bequeathed to a solicitor-trustee for his trouble as such trustee, "free of all duties," entitled him to have the legacy paid free of income tax. Neville, J., decided in the negative and his decision is affirmed by the Court of Appeal (Eady, Bankes and Warrington, L.JJ.).

**VENDOR AND PURCHASER—CONTRACT FOR SALE OF LAND—MORTGAGE ON PROPERTY SOLD—INABILITY OF VENDOR TO REDEEM OR OBTAIN RELEASE OF MORTGAGE—MEASURE OF DAMAGES.**

*In re Daniel, Daniel v. Vassall* (1917) 2 Ch. 405. This was an administration action. In his lifetime the deceased, whose estate was being administered, had contracted to sell land. On this land, at the time of the contract, there was an outstanding mortgage, which also covered other land. The deceased died before completion, and his personal representatives were unable to redeem the mortgage, or procure a release of it, and were consequently unable to convey free from incumbrances in accordance with the contract, and the purchasers sent in a claim for damages against the vendor's estate, which included not only the costs they had been put to in investigating the title, but also a sum for loss of the bargain. The executors contested this claim and relied on *Bain v. Fothergill*, L.R. 7 H.L. 158, where it was held that where a contract for the sale of land fails by reason of the vendor being unable without any default on his part to make title, the purchaser cannot recover as damages more than the