

turely executed and therefore that the execution was invalid; but Sargant, J., who tried the action, was of the opinion that it was well settled that a power, presently given to a designated person for his benefit to be exercised on a contingency when the exercise of it does not depend upon the happening of the contingency can be well exercised before the contingency happens, and will be valid and binding on the contingency subsequently happening: and he therefore held that the power in this case had been well executed.

ADMINISTRATION—APPROPRIATION OF CONSOLS BY EXECUTOR TO ANSWER REVERSIONARY LEGACY—DISTRIBUTION OF ESTATE—ORDERS OF COURT—LEGATEE NOT PARTY—INSUFFICIENCY OF FUND APPROPRIATED TO MEET LEGACY—RIGHT OF LEGATEE—LIABILITY OF RESIDUARY LEGATEE TO REFUND.

*In re Rivers, Pullen v. Rivers* (1920) 1 Ch. 320. The facts in this case were as follows: A testator who died in 1863 gave certain life annuities including one of £8 to the mother of the plaintiff; and after her death he bequeathed £200 to her children equally. The interest of his residuary estate was given to the testator's daughter for life, and the capital to her children. In an action to administer the estate in 1873, to which the plaintiff was not a party, it was ordered that a sum of £266 13s. 4d. consols should be carried to a separate account to answer the annuity of £8. By subsequent orders made in 1885 and 1904 of which no notice was given to the annuitant or her children various sums were directed to be paid out to the residuary legatees. On the death of the plaintiff's mother in 1917 the sum of consols proved insufficient to satisfy in full the legacy of £200 to her children. The present action was therefore instituted against the representatives of one of the residuary legatees to compel them to refund sufficient to pay the legacy of £200 in full: and it was held by Eve, J., that, the consols having been set aside merely to answer the annuity, the plaintiff was entitled to follow the assets in the hands of the residuary legatees to make good the deficiency, as she was not bound by orders of which she had no notice.

LANDLORD AND TENANT—COVENANT AT END OF TERM TO LEAVE IN GOOD REPAIR ALL FIXED MACHINERY—SALE DURING TERM OF FIXED MACHINERY—RIGHT OF LANDLORD TO PROCEEDS OF SALE.

*In re British Red Ash Collieries* (1920) 1 Ch. 326. This was a contest between a landlord and certain debenture holders of the company which was the lessee. By a mining lease made in