unable to agree with the decision of Kekewich, J., W. N. (1902) 108, on a question of law arising on the administration of a deceased person's estate. By the will of the testator four legacies of £1,000 each were given to legatees contingent on their attaining 21 or, in the case of females, marrying before attaining that age, without interest in the meantime. The executors, without any authority from the court, had purchased certain securities which they assumed to appropriate to these legacies. Some of these securities depreciated in value, and when one of the legatees attained 21 the securities appropriated to her legacy were insufficient to pay the same in full. Kekewich, J., considered that although the executors could not have been compelled to make the appropriation, they had nevertheless a right to do so if they thought fit, and that the legatee must bear the loss. The Court of Appeal, however, hold that the executors could not be compelled to take the course they had done, neither, without the consent of the legatees, could they voluntarily take that course so as to throw the loss on the legatee, and they held that notwithstanding the depreciation in value of the securities set apart to secure the legacy, the legatee was nevertheless entitled to be paid her legacy in full. The case, of course, is different in the case of a vested legacy, which the legatee is entitled to require the executor to invest. Romer, L.J., intimates that the executor might validly make such an investment to secure even a contingent legacy either with or without the sanction of the court, so as to free himself from personal liability.

**CONTRACT**—VENDOR AND PURCHASER—COMMON MISTAKE—LIFE POLICY, SALE OF—DEATH OF ASSURED BEFORE SALE OF POLICY—RESCISSION AFTER COMPLETION.

In *Scott* v. *Coulson* (1903) 2 Ch. 249, the Court of Appeal (Williams, Romer, and Cozens-Hardy, L.JJ.) have affirmed the judgment of Kekewich, J. (1903) 1 Ch. 453 (noted ante, p. 401), rescinding a contract for the sale of a policy of life assurance after completion of the contract by assignment, on its being discovered by the assignor that the person insured was dead at the time of the making of the contract, which was a fact unknown at that time to either party.