

clause they had drafted was not accepted, whereupon the purchaser brought the present action. It was found by all the judges of the Court of Appeal that the vendor's contention was honest, but that it was mistaken. Williams, L.J., considered that was "wilful default" and exonerated the purchaser from paying interest. Stirling, J., considered it was honest, but also none the less "wilful," but that it was not the real cause of the delay in completing, which was in fact due to the inability of the purchaser to find the money, and therefore the purchase was liable for interest. Cozens-Hardy, L.J., on the other hand, considered that because the contention as to the form of the conveyance was honest therefore it was not "wilful," and there was no wilful default on the part of the vendors. In the result, though for different reasons, Stirling and Cozens-Hardy, L.J.J., affirmed the judgment of Buckley, J., on this point. The purchaser also appealed on the ground that the vendors were chargeable with an occupation rent for the land of which they had been in occupation, but the appeal on this ground failed.

**ESTOPPEL — REPRESENTATION — SOLICITOR AND CLIENT — INVESTIGATION OF TITLE — CONVEYANCE — SOLICITOR OF PURCHASER IN ADVERSE POSSESSION OF PART OF LAND PURCHASED.**

*Bell v. Marsh* (1903) 1 Ch. 528, is a somewhat peculiar case. The plaintiff contracted to purchase a parcel of land and employed a solicitor who owned the adjoining premises to investigate the title and prepare the conveyance. A greenhouse in the solicitor's possession and which the client did not suppose he was purchasing, actually, though unknown to the solicitor, encroached two-thirds on the parcel the plaintiff was buying. This encroachment might have been discovered had the solicitor measured the property. The purchase was concluded in 1893. In 1898 the plaintiff discovered that part of the greenhouse was on the property conveyed to him, but he did not inform the solicitor, who died in 1899. In 1901 the plaintiff commenced the present action against the solicitor's representatives to recover that part of the site of the greenhouse comprised in his conveyance. The plaintiff admitted he was not induced to make the purchase by any representation of the solicitor as to the boundary, and that he knew before he entered into the contract that the greenhouse belonged to the solicitor. Buckley, J., who tried the action, was of the