for the completion of the purchase. The purchaser declined to complete without a conveyance from the absent trustee, alleging that, notwithstanding the Trustee Act, 1888, s. 2 (54 Vict., c. 19, s. 7 (O.)), a power to execute the deed did not include a power to receive the money. A conveyance was ultimately obtained from the absent trustee; but, owing to the delay thus occasioned, the purchase could not be completed till the 1st March, 1893. The vendors claimed interest from the 10th November, 1892; but it was held that the purchaser was right in his objection to complete without a release from the absent trustee, and that the delay was attributable to the wilful default of the vendors, and, therefore, that they were not entitled to interest. As regards the question of default, Kekewich, J., says, at p. 273: "If the completion of the contract is postponed beyond the day named, by default of the vendor, for which he is responsible, regarding him as a free agent, then that is wilful default on his part," and that, as they must be taken to have known that a conveyance from the absent trustee would be necessary, the delay in obtaining it must be taken to be wilful default on their part; and with this view Lindley, L.J., who delivered the judgment of the Court of Appeal, concurred.

EXECUTOR—DEBT BARRED BY STATUTE OF LIMITATIONS—PAYMENT OF DEBT BY EXECUTOR AFTER ADJUDICATION THAT IT WAS BARRED—RES JUDICATA—SOLICITOR ADVISING BREACH OF TRUST, LIABILITY OF.

Midgley v. *Midgley*, (1893) 3 Ch. 282, is a decision we have already referred to (see *ante* vol. 29, p. 734). In this case, one of two executors, acting upon the advice of a solicitor, voluntarily paid a debt due by the testator after it had been adjudicated upon and held to be barred by the Statute of Limitations. The present action was brought by the co-executor against the executor who had paid the debt, the creditors who had received it, and the solicitor who had advised the payment, to recover the money. Romer, J., held that the plaintiff was entitled to succeed, and that, although an executor might, as a general rule, pay a statute-barred debt without being guilty of a *devastavit*, yet that he could not do so after it has been judicially declared by a court of competent jurisdiction to be barred by the statute. The solicitor was held liable by reason of his having advised the payment, which the court, in the circumstances, held to be a breach of