

defendant relied on the section above referred to. But Romer, J. was of opinion that that section has not the effect of giving a purchaser a title to any interest which the Court did not intend to sell,—and had not the effect of binding the interests of persons who were not parties to, nor intended to be bound by, the proceedings in which the sale in question takes place. This decision, it will be seen, therefore, very materially limits the effect of Ont. Jud. Act, s. 58 (11), and, notwithstanding that section, it will be necessary for any purchaser under an order or judgment to satisfy himself that those bound or intended to be bound by the proceedings had in fact a good title to the property sold, for if the title be in fact outstanding in parties not parties to, or bound by the proceedings, the above section will not enable a purchaser to get over the defect.

ESTOPPEL—RES JUDICATA—WILL, VALIDITY OF—PROBATE ACTION.

In *Beardsley v. Beardsley* (1899) 1 Q.B. 746 it was held by Bruce and Ridley, JJ., that where an heir at law is made a party defendant to a probate action to establish a will, though not cited to appear as heir-at-law, he is bound by the judgment of the probate Court establishing the will, and is estopped thereafter from disputing its validity in respect of real estate affected by it.

INSURANCE—CONCEALMENT OF MATERIAL FACTS—UBERRIMA FIDES—GUARANTEE OF SOLVENCY.

In *Seaton v. Heath* (1899) 1 Q.B. 782 the plaintiff sought to recover on a policy of insurance in the nature of a guarantee of the solvency of a surety for a certain sum of money payable by a third party to the plaintiff. The circumstances of the case were as follows: The plaintiff advanced by way of loan to one Barwell £12,375 in cash, taking from him a promissory note for £15,000, which included not only the cash advanced but also interest thereon at about 40 per cent., and she also obtained the guarantee of one Hunt for the repayment of the £15,000. Being desirous of further securing herself from loss, she employed a Mr. Lion to effect a policy of insurance guaranteeing the solvency of Hunt. Lion applied to the defendants and other underwriters, and informed them that Hunt was a man of wealth and that the money was being advanced by a friend, but no information was given to the defendants of the extraordinary rate of interest which was being charged. The defendants, before executing the policy, made some