virtual deprivation of the purchaser of the estate he has assumed to purchase. For if he pays his vendor the full value of the estate, and then discovers afterwards that there is an outstanding mortgage on the property for more than it is worth, although theoretically he has acquired some title to the property, viz., the equity of redemption, yet to all practical intents and purposes he has purchased nothing substantial, and his mistake of title is just as thorough and complete as though he had by mistake encroached upon the land of an adjoining proprietor. The law allowing a lien for improvements made by mistake of title to the extent to which the property is enhanced in value thereby, is based on eminently equitable principles, and it is to be hoped that it may not be "frittered away" by judicial decisions and fine-drawn distinctions. In *Fawcett* v. *Burwell*, 27 Gr. 445, a husband and wife had been in possession of land under the belief that the wife was entitled as heiress-at-law of her father, and the husband had expended a large sum of money in improvements. On a will subsequently turning up, the husband was allowed a lien for these improvements to the extent that they had enhanced the value of the property, and this enhanced value was allowed, although at a sale of the property under the decree it was not actually realized. In *McGregor* v. *McGregor*, 27 Gr. 470, an allowance was also made for improvements made under a mistake of title, under circumstances not very dissimilar to those in *Beaty* v. *Shaw*. The defendant McGregor, in 1863, had entered into possession of one hundred acres of land which belonged to his mother, under a promise that she would make him a conveyance of the property. The mother died in 1866, and the father, assuming that he was her heir, made a deed to the defendant. The father died in 1873, and the defect in the title being discovered in 1877, the defendant persuaded his brothers and sisters to give him a quit claim deed, which was subsequently set aside as having been obtained by fraud. The court, however, allowed the defendant a lien for improvements. In this case the defendant acquired some title, but not the full and absolute title he thought he was getting. By the deed from his father he acquired merely an estate for the life of his father as tenant by the curtesy instead of the fee simple. In *Skae* v. *Chapman*, 21 Gr. 534, the suit was brought by a mortgagor to redeem on the ground that the purchase of the equity of redemption by the mortgagee was invalid. The relief was refused, but in the course of his judgment, Spragge, C., at p. 549, refers to the Act authorizing the allowance for improvements made under mistake of title, and says, "Supposing the Act to apply, and probably it does;" and though he proceeds to show that compensation under the Act would be inadequate to meet the equities of the case, it is plain from the words quoted that his view was at variance with that arrived at by the Court of Appeal in *Beaty* v. *Shaw*. These cases do not appear to have been brought to the attention of the court in the latter case. Before concluding, we may notice *Till* v. *Till*, 15 Gr. 133. In that case the plaintiff and defendant, her husband, were married in 1865, the plaintiff being then the owner of the land in question in fee. The defendant was then carrying on business, which at his wife's request he sold out for $2,000 and expended the money on improving the lands in question, on which the plaintiff and her husband resided together until April, 1866, when they did