

REVIEW OF CURRENT ENGLISH CASES.

(Registered in accordance with the Copyright Act.)

REDEMPTION ACTION.

Ainsworth v. Wilding, 1 Ch. 435. A correspondent suggests that our note of this case (ante, p. 483) is not full enough. Adopting his suggestion we would ask our readers to correct the last line so as to read "liable to account with rests at the time of each sale in respect of the rents and profits."

LETTERS OF ADMINISTRATION—SUPPRESSION OF WILL—ACTS BY WRONGFUL ADMINISTRATOR—REVOCATION OF ADMINISTRATION.

In *Ellis v. Ellis* (1905) 1 Ch. 613 a testator died in August, 1892, leaving a leasehold house then subject to an equitable mortgage in favour of one William Ellis for £100. George Ellis, the testator's son, suppressed the will and obtained letters of administration, and William Ellis threatening foreclosure, he borrowed of James Ellis £100 and paid off William Ellis, and as security for the loan from James Ellis he gave him a promissory note and deposited the lease by way of equitable mortgage. In Nov., 1892, the beneficiary named in the will brought an action against George Ellis for, and obtained, a revocation of the grant of the letters of administration. In July, 1902, the beneficiary sold to the defendant the leasehold house, it was at the time of the sale stated that the lease was lost, and the vendor gave the purchaser an indemnity against any claim in respect of it. James Ellis having died his representatives brought the present action to recover the £100, lent by him to George Ellis under the circumstances aforesaid against the defendant as purchaser of the house. It was conceded that the claim of William Ellis, the original equitable mortgagee, was long since barred under the Statute of Limitations, but the plaintiffs claimed that they were entitled to stand in the place of George Ellis as de facto administrator, paying a debt of the testator, but Warrington, J., came to the conclusion that all the acts of and disposition of assets by an administrator who has obtained a grant by suppressing a will are void, except only such as are done in due course of administration, and that though the payment of the debt might be deemed proper and the administrator entitled to credit for it, yet the giving of the mortgage to James Ellis stood on a different footing. "This was essentially a voluntary act, no title was in fact conferred by it," and it was simply void. The plaintiffs therefore failed.