

in which she purported to execute the power. The document was insufficiently executed, and probate of it was refused. Kekewich, J., nevertheless held that it was sufficient as an execution of the power.

SALE BY COURT—VENDOR AND PURCHASER—CONDITIONS OF SALE—MIS-
DESCRIPTION—COMPENSATION—DEFECT OF TITLE—RESCISSION AFTER
CONVEYANCE.

Debenham v. Sawbridge (1901) 2 Ch. 98, is certainly a beautiful illustration of the difficulties which a purchaser of land in England may have to contend with. The property in question consisted of freehold stabling with dwelling rooms over, and was offered for sale under judgment of the Court, and the plaintiff became the purchaser at the price of £3,810. The conditions provided that any error or misstatement in the particulars or conditions should not annul the sale, but be the subject of compensation. The purchaser paid his purchase money into Court and received a conveyance, and with his consent the purchase money was paid out to the parties entitled. A year after completion it was discovered that some of the dwelling rooms over the stabling, and a cellar underneath, belonged to third parties, and in order to get in the adverse title the purchaser had to pay £300 and £75 costs. He then brought the present action against the beneficiaries to whom the purchase money had been paid to recover compensation under the conditions of sale, or to rescind the contract on the ground of common mistake. Byrne, J., however, held that he could not succeed, on the ground that the condition for compensation did not apply to defects of title, but only to misdescription of the subject matter of the sale, and that the error in the present case was not sufficient to warrant a rescission after conveyance. One would have thought that the short answer to the plaintiff's case would have been that, after conveyance, in the absence of fraud, his rights were limited to the covenants contained in his deed.