

months after death. Therefore, if a testator intends it, he should make some provision for the period which will elapse before the income becomes available, particularly in the case of a provision for his widow. The third point to be considered is whether a legacy should be given to the executors for their trouble. Unless they are near relatives, they are apt to renounce probate if no legacy is left to them.—*Law Times*.

A PURCHASER'S COSTS.

The vendor has the advantage over the purchaser that he, when the sale is by auction, can insert conditions which the purchaser, if he is anxious to buy the property, must accept, and when the sale is by private contract can, at any rate, suggest them. Consequently, many of the conditions which are to the disadvantage of the purchaser were generally inserted in conditions of sale or contracts for sale. One great object of the Conveyancing Act, 1881, was to shorten documents and to imply what was generally expressed in them. Sec. 3 (6) of that Act accordingly throws on to the purchaser the cost of many things which we should naturally expect the vendor to bear, with the result, at any rate, that the purchaser frequently waives what he would have required, if the costs had been thrown on to his vendor. The vendor must furnish a complete abstract of all documents from the commencement of title (*Re Stamford Banking Company and Knight's Contract*, 81 L.T. Rep. 708; (1900) 1 Ch. 287), even though they are not in his possession: (*Re Johnson and Tustin*, 53 L.T. Rep. 281, 30 Ch. Div. 42). So that, if he is a sub-vendor, he must abstract the contract which he made with the original vendor: (*Hucklesby and Atkinson's Contract*, 102 L.T. Rep. 214). He should state the facts of heirship in the abstract: (*Re O'Conlon and Faulkener's Contract*, (1916), 1 I.R. 241). Proof of the statements in the abstract has to be paid for by the purchaser. Thus, he has to pay for statutory declarations (*Re Judge and Sheridan's Contract*, 96 L.T.R. p. 451), for proving the heirship (*Re O'Conlon and Faulkener's Contract*, *sup.*), and, as Mr. Justice Astbury has just decided, for proving that his vendor was a mortgagee in possession before the coming into operation of the Courts (Emergency Powers) Act, 1914: (*Re Wright and Thompson's Contract*, noted *ante*, p. 114). To the list of those things which are enumerated in Wolstenholme's Conveyancing Acts, 10th ed., p. 27, as "cases not within this sub-section," since they are part of the title rather than proof of it, should be added proof of payment of estate and succession duties, or of their not being payable: (*Re O'Conlon and Faulkener's Contract*, *sup.*).—*Law Times*.