

inquire if there are debts, etc., in existence, the purchaser was protected, seeing that the proceeds might have been employed in the due course of administration. The learned judge, however, brushed these arguments aside, as well as those which dealt with the possible sale for the purpose of raising money owing to the widow for estate duty or an improvement charge paid by her, on the ground that as a matter of fact the land was not sold for any such purposes.

The sale in question, though in form by the administratrix, was in reality by the widow and co-heiresses, who had consented to the sale of the land which they supposed was theirs. His Lordship, though fully sensible of the hardship on the purchaser, had no alternative but to give judgment for recovery of the premises by the executors and for an account of rents and profits since the widow's death. The fund set apart to meet the dower was with the consent of the plaintiffs ordered to be paid to the purchaser in exchange for the title deeds.

It is difficult to see how, at any rate, a judge of first instance, in the present state of the authorities, could come to any other conclusion, but the question which will now trouble conveyancers is: Can they safely accept titles from legal personal representatives or from persons who claim through recent purchasers from them? A will, or a later will, or even a codicil may afterwards turn up, and if it appoints executors or fresh executors the title may be bad. Yet, if they refuse to complete, the court may, and presumably would, decree specific performance. Possibly a practice may grow up of purchasers requiring personal representatives to show that they are selling for payment of debts, etc., or of purchasers insuring at Lloyd's against the risk of such sales being set aside. Possibly, the Legislature, in its wisdom, may intervene and, in effect, guarantee the sale by executors or administrators if made before the probate is or letters are revoked. It is, of course, hard on the devisee if the property to which he is entitled under the will or codicil does not come to him, as it has been sold by the administrator or wrong executor, but then he is merely a volunteer, an object of the testator's bounty, while the purchaser has actually paid good money for it and is so much the poorer. Both are innocent parties, but the purchaser is the more entitled to our sympathy.—*Law Times*.