

Meredith, C.J., Lount, J.]

[July 20.]

FIRST NATCHEZ BANK v. COLEMAN.

Stay of proceedings—Action in foreign court—Reasons for.

Where there are substantial reasons for the double litigation, the court will not stay proceedings in an action in Ontario until after the determination of another action for the same cause pending in a foreign court.

The power to stay proceedings under s. 57, cl. 10, of the Judicature Act, R.S.O. 1897, c. 51, is a discretionary one, and the English cases are authorities as to the exercise of the discretion, although there is no similar statutory provision in England.

Where the defendant, resident in Ontario, was sued there upon a promissory note, the court refused to stay the action until after the determination of an attaching proceeding in a foreign court, the effect of which, if successful, would be to make available towards payment of the note certain stock in a company domiciled in the foreign country.

W. E. Middleton, for plaintiffs. *J. H. Moss*, for defendant.

Trial of Actions, Meredith, C.J.]

[July 23.]

SMITH v. HUNT.

Mortgage—Sale under power—Fraud—Pretended sale—Purchasers for value without notice—Knowledge of agent—Interest to conceal—Redemption—Compensation—Costs—Jurisdiction—Foreign defendants.

R., one of the defendants, purchased a mortgage of land from the mortgagee, who, by R.'s direction, assigned it to his nominee, who, by R.'s direction, took proceedings under the power of sale and sold and conveyed to H., another nominee of R., who then induced three other men to join him in a purchase of the land, at a large profit, concealing from them the fact that he was himself the real vendor. These three men paid three-fourths of the price at which the land was sold to them, and the land was conveyed to them and R. by H., and the conveyance registered, they not suspecting that the transaction was otherwise than as represented by R., and as on the face of the documents it appeared to be.

In an action by the owner of the land subject to the mortgage purchased by R., to set aside the conveyances and for redemption, it was conceded that the sale to H. under power was inoperative.

Held, that the three associates of R. to whom H. conveyed were purchasers for value without notice, and, having registered their conveyance, were not affected by the equity of the plaintiffs to set aside the conveyance to H.; they were not affected by the knowledge which R. had of the plaintiff's rights, nor by the knowledge which their solicitor had, the same solicitor having acted for them who acted for R. in the proceedings taken under the power of sale; for R. had been guilty of a fraud upon the