

contract by the defendant to sell his farm to plaintiffs, or for damages, on the broad ground that the plaintiffs were not entitled to any assistance from the court, because the so-called contract was induced by fraudulent misrepresentations. *Page & Jaques v. Clark* (1913), 25 O. W. R. 82; 5 O. W. N. 143.

**Objection to title**—*Conveyance to trustees*—*Merger of beneficial interest and legal estate*—*Evidence of discharge of trust not required.*]—Middleton, J., held, that where lands were conveyed to trustees in trust for A. B. and later were conveyed by such trustees to A. B., that it was unnecessary for a subsequent vendor of such lands to prove upon what trusts the lands were held for A. B. and that such trusts had been discharged. *Scott v. White* (1913), 25 O. W. R. 666; 5 O. W. N. 766.

**Objections to title**—*Construction of will*—*Quit claim*—*Vendor instructed to procure*—*Terms of agreement*—*Refusal to permit purchaser to withdraw.*]—Kelly, J., refused to give effect to the purchaser's objections to the title of the vendor of certain property, but ordered a quit claim to be procured to clear up a possible cloud on the title. *Tozman v. Law* (1913), 25 O. W. R. 49; 5 O. W. N. 51.

**Reference**—*Appeal from Local Master*—*Tenants in common*—*Joint owners*—*Executions*—*Enlargement of motion.*]—Lennox, J., varied the report of the Local Master at Ottawa on a vendor and purchaser application. *Smith v. Wilson* (1913), 25 O. W. R. 351; 5 O. W. N. 437.

**Specific performance**—*Agreement for sale and exchange of lands*—*Mortgage*—*Dispute as to terms of*—*Evidence*—*Part performance*—*Application to postpone trial*—*Absence of defendant*—*Costs.*]—Sutherland, J., gave judgment for plaintiffs for specific performance of an agreement for the sale of certain lands, where the only point in dispute was as to the terms of the mortgage to be given to secure, part of the purchase-money. *Lafontaine v. Brisson* (1913), 25 O. W. R. 792; 5 O. W. N. 858.

**Specific performance**—*Attempt to rescind*—*Time of essence*—*Waiver*—*Account*—*Reference.*]—Lennox, J., 24 O. W. R. 705; 4 O. W. N. 1413, held, that where time is made of the essence of the contract, this provision is waived by recognition of the contract by the party entitled to insist on such provision after the expiry of the time

provided for by such contract and thereafter in order to cancel the same reasonable notice must be given of a time within which the contract must be completed.—*Webb v. Hughes*, L. R. 10 Eq. 281, referred to. Sup. Ct. Ont. (1st App. Div.) affirmed above judgment. *Dahl v. St. Pierre* (1913), 25 O. W. R. 261; 5 O. W. N. 230.

**Specific performance**—*Conduct of purchaser*—*Title*—*Reference.*]—Middleton, J., gave judgment for plaintiff, a vendor in an action for specific performance of an alleged agreement for the purchase of certain lands, and directed a reference as to title. *Eisenstein v. Lichman* (1913), 25 O. W. R. 803; 5 O. W. N. 887.

**Specific performance**—*Default of solicitor*—*Liability of client for*—*Rescission*—*Notice of*—*Reasonableness*—*Conditional waiver*—*Condition not performed*—*Final cancellation*—*Personal liability of solicitor.*]—Middleton, J., held, that a vendor of lands who had given reasonable notice that the purchase must be closed on a stated day; but who agreed afterwards to close on a day shortly thereafter, had only waived his right to rescind conditionally and that where the purchaser failed to complete upon the day agreed upon, the vendor's right to rescind revived.—That a party to an agreement for the purchase of lands is bound by the conduct of his solicitor. *Marotta v. Reynolds* (1913), 25 O. W. R. 833; 5 O. W. N. 907.

**Specific performance**—*Parties not ad idem*—*First mortgage*—*Provision as to*—*Fault of estate agent*—*Costs.*]—Middleton, J., dismissed a vendor's application for specific performance of an alleged agreement to purchase certain lands, holding that the parties were never *ad idem* as to the terms of the agreement relative to the first mortgage. *Blackwell v. Scheinman* (1913), 25 O. W. R. 800; 5 O. W. N. 887.

**Title to land**—*Sale under power in mortgage*—*Evidence of default*—*Short Forms of Mortgages Act*, R. S. O. 1897 ch. 126, Schedule No. 14—*Requisition on title*—*Vendors and Purchasers Act*. *Re Georgian Land and Building Co.* (1913), 25 O. W. R. 883; 5 O. W. N. 859.

## VENUE.

**Change Berlin to Belleville**—*Motion for*—*Convenience*—*Undertaking of plaintiffs to pay additional costs of trial at place chosen by them.* *Berlin*