

REAL ESTATE NOTES.

ADVERTISING.

To many of our Real Estate readers, and those engaged in the realization of Real Estate, an idea seems to have taken firm hold that it is only advisable to advertise in a local paper. This seems to be to us such an utter fallacy that we trust our endeavor to explain our views on the subject will be gone into, but we must first deprecate any attempt to destroy the utility of local advertisements; of course they are highly necessary, especially in large cities, but that advertisements should be confined to the local press, is quite another affair. We are continually met with the question, what is the use of our advertising other than in local papers? We can only reply that a "prophet is of little account in his own country." Everyone in a city or town knows the whereabouts of a Real Estate Agent or Loan Company, and this or their specialty in the various properties that are handled, but how few outside know; and it is only by making prolonged enquiries that a speculator dwelling some little distance off can find out the name of any one who deals in properties, and many, sooner than take the trouble to enquire, will invest nearer home to avoid the annoyance of prolonged enquiries.

Those who advertise in a daily paper are under the impression that their advertisement is brought continually before the public, so it is, but how often is it used for reference? The news culled, it is thrown on one side and destroyed. Take a periodical with a mixed circulation. It is filed away for reference and as a rule bound. They are not filled with matter interesting only for the day they are issued, but that which is at all times readable and useful for reference. There the advertisement stands and is noted.

We hardly think that the policy of only seeing beyond their own noses is suitable for the interests of Real Estate dealers, though no class is so ready to believe they are infallible in every thing in connection with property; but we must still think that anyone possessing property for sale either in his own right or on commission, is not doing his client or himself justice in advertising locally only, or that Real Estate vendors are, as a rule, the most retiring of men; who prefer that their business shall only be known in their city, and that if the world at large requires property, they must act after the manner of Mahomet and the mountain. We cannot say we hold with such a policy.

European attention is being drawn to Canada, and we think that all those interested in her welfare should give investors a chance to make enquiries if they should deem it advisable before embarking, and thus afford them a chance to steer clear of speculating adventurers, and others of a similar stamp, who, under the pretext of having properties for sale, extort monies on various pretexts, such as deposits, etc., etc., which must necessarily tend to weaken their confidence in property dealers, and fasten a stigma most unjustly on *bonâ fide* dealers, which could easily have been obviated had some of them had the enterprise to have advertised in other than local papers.

LAND LAW REFORM.

ASSOCIATION FORMED FOR ITS PROMOTION IN CANADA.

A meeting of the gentlemen interested in the reform of the land law in Canada took place in the board-room of the Canada Permanent buildings. The chair was occupied by Mr. J. H. Mason. The report of the committee appointed at a previous meeting to draft a constitution and by-laws was read, and with a few amendments was adopted. An association was then formed to be known as the Canada Land Law Amendment Association. The objects of the Association were set forth in the constitution as follows:

- (1) The simplification of the transfer of real estate in the various provinces and territories of the Dominion of Canada.
- (2) The securing of indefeasibility of title to real estate in such provinces and territories.
- (3) And for the purpose aforesaid to promote as far as possible the introduction of the Torrens system of land transfer, or such modification thereof as may be found practicable and expedient.
- (4) The amendment of the law of real property so as to facilitate and promote the efficient working of the Torrens system of land transfer.

The work of the association was set forth as follows:—To disseminate information regarding the objects of the association, through the press, by pamphlets, public meetings, and otherwise, and to organize branch societies having kindred objects in view in other places in the Dominion. The funds necessary for carrying on the work of the association are to be raised by subscription.

All the gentlemen present signed the membership roll. The election of officers resulted as follows:—President, Mr. J. H. Mason; Vice-Presidents, Mr. D. Blain and Mr. W. B. Scarth; General Secretary, Mr. B. Jones; Corresponding Secretary, Mr. Geo. S. Holmsted; Treasurer, Hon. S. C. Wood. Directors—Messrs. S. G. Wood, John Leys, J. J. Foy, A. Paterson, R. H. Tomlinson, James Metcalf, John Fiske, W. A. Douglas, Wm. Kersteman, jr., and J. P. Clark.

The meeting adjourned to meet again at the call of the president.

With reference to the above we intend to publish a brief synopsis of the Torrens act, which may prove interesting to our Real Estate readers, in our next issue, as well as any other suggestions bearing on Land Law Reform that we may be favored with from those interested in the subject.

A MANITOBA LAND CASE

THE CASE OF MORRISON BROS. v. EARLS—AN ACTION ARISING OUT OF LAST YEAR'S BOOM.

The first case taken up at the Civil Assizes this morning May 14th, was Morrison Bros. v. Earls. The action arises out of last spring's boom in Manitoba real estate, and is only one of many which will be instituted if the plaintiffs gain the day in this instance. The plaintiffs are Messrs. L. A. Morrison and W. J. Morrison, who carry on business in Toronto as machinery manufacturers.

In the early part of 1882 the latter member of the firm, while in the North-West, purchased a plot of land consisting of 300 acres, within the limits of Rapid City, from one Balkwell, for the sum of \$50,000. Upon his return to this city he formed a syndicate of fifteen each share to be \$3,333.33. The defendant to this suit became the holder of a half share, and gave his note for \$1,000, payable three months after date, in part payment. Later on he was appointed trustee of the estate on behalf of the balance of the shareholders. The note was drawn in favour of W. J. Morrison, and on the 26th of May the latter endorsed it to the plaintiffs, who, on the 2nd of June, endorsed the note to the Imperial Bank of Canada, who became the holders of the bill at its maturity. When the note matured the defendant refused to meet it, and having made default on the payment the bank sued the plaintiffs and the defendant by issuing a summons out of the Queen's Bench Division. The defendant still refused to pay, and the plaintiffs were compelled to settle the amount with interest, costs and charges amounting to \$1,116.68.

The defence set up is that the defendant was induced to join the syndicate by misrepresentation and fraud. It is claimed that the names of Balkwell and Whellams, among the subscribers to the purchase of the property, were only lent to the list in order to facilitate the sale of the property, and that the said Balkwell and Whellams were not *bonâ fide* subscribers of the deed. Another item in the defence is that the property was bought for a less sum than \$50,000, and that it is not situated within the limits of Rapid City. The defendant is general freight agent of the G. T. R. at Toronto. A large portion of the evidence to be offered has been taken in Manitoba by commission. The hearing of the trial will probably occupy two whole days.

We will publish the remainder of this trial in our next, it was not concluded in time for this month's publication.—Ed.