

## THE VENDORS AND PURCHASERS ACT.

Co., *supra*; *Re Sawyer & Baring*, 3, W. R. 26. Whether the purchaser was bound to enter into restrictive covenant with the vendor: *Re Moody & Cowan*, 51 L. T. N. S. 721; and also what parties should join in the conveyance to the purchaser: *Re Waddell*, 2 Chy. D. 172. Whether a liquidator of a company had power to affix the seal of the company to the deed to the purchaser: *Re Metropolitan Bank & Jones*, 2 Chy. D. 366. Whether a vendor is bound to deliver an abstract of title: *Re Johnston & Tustin*, 30 Chy. D. 42, 53 L. T. N. S. 281. Whether a vendor is bound to give evidence to show that he had duly performed his covenants with his lessor: *Re Moody & Yates*, 28 Chy. D. 661. Whether a married woman could convey without her husband joining in the deed: *Re Coulter*, 8 O. R. 536. The Court has also under the Act determined whether an estate bail has been barred: *Re Dudson*, 8 Chy. D. 628; and whether the legal estate is outstanding: *Re Packman & Moss*, 1 Chy. D. 214; *Re Kearley & Clayton*, 7 Chy. D. 615; *Re Mercer & Moore*, 14 Chy. D. 287; *Davis & Jones*, 24 Chy. D. 190. Also whether the consent of beneficiaries is necessary; *Re Mavis Trusts*, W. N. (80) 141; *Re Earle v. Webster*, 24 Chy. D. 144; *Re Tweedie & Miles*, 27 Chy. D. 315. Also whether the vendors have power to sell under a power of sale under which they have assumed to act: *Re Cooke*, 4 Chy. D. 454; *Re Ford*, 15 C. L. J. 108; *Re Tanqueray v. Laudan*, 20 Ch. D. 465; *Osborne to Rowlett*, 13 Ch. D. 774; *Re Morton & Hallett*, 15 Ch. D. 143; *Re Inglehart & Gagnier*, 29 Gr. 418. Whether an administrator with the will annexed can exercise a power of sale: *Re Clay & Tittley*, 16 Chy. D. 3. And whether the assignee of a mortgage can exercise a power of sale contained in the mortgage: *Re Gilchrist & Island*, *ante*, p. 147. Whether trustees have a power of sale: *Sutton to Church*, 26 Ch. D.

173; *Re McAuliffe & Balfour*, 50 L. T. N. S. 353; *Re Wright*, 28 Chy. D. 93. Whether trustees have been properly appointed: *Re Glenny & Hartley*, 25 Chy. D. 611. Whether requisitions have been properly answered: *Re Rayner & Greenway*, 53 L. T. N. S. 495; *Re Burroughs*, 5 Chy. D. 601. Whether an option to purchase had been validly granted by a trustee under which the vendor claimed title: *Hallett to Martin*, 24 Chy. D. 624. Whether the vendor has a right to rescind the contract; *Re Jackson & Oakshott*, 14 Chy. D. 851; *Re G. N. R. W. Co. & Sanderson*, 25 Chy. D. 788; *Re Deptford Creek Bridge Co. & Beavan*, 27 So J. 312; *Re Dames & Wood*, 27 Ch. D. 172, 29 Ch. D. 626; *Re Monckton & Gilzean*, 27 Ch. D. 555, 51 L. T. N. S. 320. Whether the Court had power to make an order: *Re Hall-Dare*, 21 Chy. D. 41; the effect of recitals in a deed: *Re Harman & Uxbridge Ry.*, 24 Chy. D. 720. The Court has also determined whether a purchaser is liable to pay interest, and from what term it should run: *Re Gold & Norton*, 52 L. T. N. S. 321; 33 W. R. 33; *Re Pigott & G. W. R. W. Co.*, 18 Chy. D. 146, and at what rate: *Ib. Monckton & Gilzean*, *supra*; and where interest has been paid by the purchaser under a mistake of law, the Court has ordered it to be refunded by the vendor: *Re Young & Harston*, 31 Chy. D. 168; 53 L. T. N. S. 837; in this case, however, an objection to the jurisdiction, which had been taken and allowed in the Court of first instance, was waived on the appeal.

The Court, when it finds the title of the vendor defective, may give him time to remedy the defect, and in default may declare a good title has not been shown, and order him to refund the purchaser's deposit with interest; *Re Metropolitan Ry. & Cosh*, 13 Chy. D. 607; 42 L. T. N. S. 73; *Re Smith & Stott*, 48 L. T. N. S. 513, and may also order him to pay the costs of the purchaser of investigating the title, and of