

the power, it should be referred to arbitration. The defendants, in assumed exercise of the power, without any previous complaint, had given the plaintiff notice of expulsion, but gave no details of the particular acts complained of. The plaintiff then commenced the action to restrain the defendants from acting on their notice, and the defendants then applied to stay all proceedings, on the ground of the agreement to refer. Romer, J., to whom the application was made, refused the motion, being of opinion that the preliminary question whether the notice had been validly given, was one more fit to be tried by the Court than an arbitrator, and that as there was a suggestion of the fraudulent exercise of the powers, the Court, in the exercise of a proper discretion, ought not to stay the proceedings. He intimated that in his opinion the notice was clearly bad, not having been preceded by any notice to the plaintiff of any complaint, and without giving him any opportunity to explain his alleged misconduct.

VENDOR AND PURCHASER—TITLE DEEDS—EXPENSE OF PROCURING TITLE DEEDS TO WHICH PURCHASER IS ENTITLED.

In re Duthy and Jesson (1898) 1 Ch. 419, Romer, J., held that in the absence of any stipulation to the contrary a vendor must bear the expense of obtaining title deeds required by the purchaser, to be handed over to him on completion, and to the custody of which he is entitled, and although such deeds are not in the vendors' possession nor referred to in the abstract. Although the English Conveyancing and Property Act, 1881, provides that the expense of procuring deeds not in the vendor's possession, for the verification of the abstract "or for any other purpose," is to be borne by the purchaser, yet the learned Judge considered that that did not affect the right of a purchaser to call for the delivery of the title deeds, even though they were not in the vendor's possession, and could not be procured by him without trouble and expense. The right of a purchaser would of course be stronger where, as in Ontario, there is no such statutory provision. This case would seem to show that a vendor who wishes to escape from the liability must provide by his conditions of sale, that the expense of procuring deeds not in