

GEO. S. HOLMESTED, K.C.:—I think the plaintiffs should deliver particulars to the defendants of the contract in the third paragraph mentioned, stating whether or not it is in writing and the terms thereof. I think the plaintiffs should also deliver particulars as demanded by pars. 2, 3, and 4 of the demand, and I so order. Costs of application in the cause to defendants.

HON. MR. JUSTICE KELLY.

SEPTEMBER 27TH, 1913.

TOZMAN v. LAX.

5 O. W. N. 51.

*Vendor and Purchaser—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.

Application under the Vendors and Purchasers Act.

A. Cohen, for the purchaser.

HON. MR. JUSTICE KELLY:—The main objection to the title made by the purchaser is that arising from the conveyance made on April 15th, 1887, by George Trolley as trustee under the last will and testament of Elizabeth Trolley, deceased, to Martha Ann Gray. Elizabeth Trolley by her will dated June 6th, 1881, and which was registered in the Registry Office on June 7th, 1882, appointed her husband George Trolley, the sole executor thereof, with full power to sell or dispose of any or all of her real estate, should he think it to the interest of her children to do so; she having earlier in the will devised her real estate to be equally divided among her children when the youngest became of age. Probate of the will not having been issued, the purchaser makes objection to the vendor's title which is derived through the above mentioned deed. From a careful consideration of the whole matter as submitted, I do not think the title on that ground is objectionable.

In a further objection the purchaser asks that a quit claim deed be obtained from the Confederation Life Asso-