

(3) There was, thirdly, the interest which the purchaser claims in the land which he had agreed to buy. In this aspect the claim is *in rem* rather than *in personam* and it is the true object of the action for specific performance, even if the form of that action is an appeal to the Court to coerce the defendant. What this interest is has caused some difficulty. Mr. Armour contends that "the equitable right of a purchaser to enforce a contract is not 'property' and is not the subject of a sale under execution": Armour on Titles 181, and in *Re Flatt*, 18 A.R. 1. A majority of the Court of Appeal declined to hold that a purchaser in possession of a freehold estate under a contract of sale was a "freeholder" so that he might petition as a ratepayer. This case, however, deserves to be read with the recent decision of *Allen v. Inland Revenue Commissioners* (1914) 1 K.B. 327, 2 K.B. 327, which rather supports the dissenting view of Maclean, J.A. The difficulty of determining the true nature of the purchaser's interest in the land is accentuated by the judgments in *Robinson v. Mofjatt*, 37 O.L.R. 52; see particularly p. 55. Generally it is said that there is an implied trust in favour of the purchaser: Williams Real Property, 21st ed., 183. Sugden on Vendors, 14th ed., 175, and this is the result of the judgment of the House of Lords in *Rose v. Watson*, 10 H.L.C. 672 though, this term has given trouble as one hardly associates a vendor who has not received his money and has not conveyed with the unfortunate individual who being seized of lands in trust for others has only obligations and liabilities to remind him of his dignity as a land owner. The difficulties which this term creates when applied to a vendor are brought out clearly in the cases cited in *Re Flatt*, at pages 16 and 17, and they lead Mr. Justice Osler to say, at page 17, "that the interest of the purchaser until he is entitled to call for the conveyance is properly an equity or equitable right rather than an equitable estate". These anomalies are recognized also by Jessel, M.R., in *Lysaght v. Edwards*, 2 Ch. D. 499, at p. 506, where he speaks of the vendor as a "constructive trustee" for the purchaser and after stating that it has been settled since the time of Lord Hardwicke that the vendor is a trustee immediately on the execution of valid