

are unanimous. None of us can stand the counsel for the plaintiff at any price? Therefore let the defendant have our verdict." As a result of this somewhat novel method of arriving at a decision the defendant had the verdict.

Temple, October 28, 1918.

W. VALENTINE BALL.

KEEPING TRUSTS OFF A TITLE

Mr. Justice Younger has reaffirmed in *Re Soden & Alexander's Contract* (1918, 2 Ch. 258) the ordinary conveyancing device for keeping notice of a trust off the title to land. "It is admitted," said Pearson, J., in *Re Harman and Uxbridge and Rickmansworth Railway Co.* (24 Ch. D. 720), "that, according to a very convenient practice, it is usual, when a mortgage is made to trustees, to keep the trusts off the face of the mortgage deed, and to introduce a recital that the persons who are in fact trustees are entitled to the mortgage money on a joint account, and it is admitted that in such a case the Court has always refused to make any inquiry into the trusts, because to do so would defeat a practice which has been introduced for the benefit of her Majesty's subjects." And the same principle applies to conveyances of land generally. In *Corrill v. Real and Personal Advance Co.* (42 Ch. D. 263), Chitty, J., said:—"It appears to me that I am not at liberty to say at this day that where purchasers are dealing with real or leasehold estate, they are not entitled to frame their deed (so long as they do not make any direct misrepresentation on the face of it) according to the ordinary forms used by conveyancers, and according to those forms which disclose a part only of the transaction." These dicta are both by Judges of first instance, though of high reputation. Quite recently the same principle was affirmed by the Court of Appeal in *Re Chafer & Randall's Contract* (60 *Solicitors' Journal*, 444; 1916, 2 Ch. 8), where it was pointed out that on transfers of mortgages held by trustees, and also in the case of conveyances generally of trust property, it was the practice of conveyancers to frame recitals in the deed accounting for the transfer without disclosing the trust; and conveyancers properly abstained from inquiries which, if answered, would oust their client from the position of a purchaser for value obtaining the legal estate in good faith without notice of any trust.

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