

chaser Act (e.g., *Re Nisbets & Potts Contract*, [1905] 1 Ch. 391, [1906], 1 Ch. 386), I ought to call attention to the propriety of fuller information than appears in this case being given to the Court. An affidavit by the solicitor is in most cases not enough evidence to enable the Court to pronounce upon questions involving possibly a large number of persons not before the Court whose rights may be founded upon a complicated set of facts. See per Parker, J., in *Elliston v. Reacher*, [1908] 2 Ch. at p. 384.

For this reason, if the purchaser desires it, the matter may be referred to the Master-in-Ordinary, where evidence may be taken. If not an order will go declaring that the vendor on obtaining a release from Aikens can convey the lands in question free from the restrictions in the Aikens deed.

It is not a case for costs.

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