for vendors so placed to so "transfer the land," though quite proper to assign the debt due, for, said he, the vendor thereby puts it out of his power to fulfil his contract, and, perhaps, the purchaser has entered into the contract on the strength of his faith in the personality of the vendor, and the assignee may be a person more difficult to obtain a title from. Later on he said, "the vendor has no right to convey the legal estate to the assignee (*i.e.*, no power, in equity), and he proceeded to question whether any interest in the land would be conveyed by a (registered) transfer made under such circumstances, upon the ground, apparently, that the vendor had in equity parted with the title by the agreement to sell. We venture to think that this opinion and the arguments upon which it is based will not be assented to generally. As already pointed out, the agreement of sale did not confer upon the purchaser any interest in the land under the Land Titles Act (sec. 47). Aside from the Act, the agreement conferred only an equitable interest (or claim?). Either under or apart from the Act, the vendor could legally and effectually transfer the land to any person; to a stranger for his own benefit, to one with notice of the agreement for the benefit of the trustee and for his own protection. We have not hitherto seen it suggested that after an agreement for sale, the land could not effectually be transferred to a third party. On the contrary, the practice has been general (*Brown* v. *London Necropolis Co.*, 6 W.R. 188), and its results clearly defined—that an assignee without notice takes a complete title, and one with notice becomes a trustee (Fry, Specific Performance, 4th ed., p. 98). As to the moral right, that would of course depend in each case upon the question of fact whether the vendor was conscious that the purchaser was damaged by the assignment; and generally whether if he were, it was not a risk he voluntarily assumed. A purchaser who knows that a vendor may legally assign land cannot reasonably complain if an assignment be made which he might have prevented, by a caveat or otherwise. Besides, it by no means follows as a fact in general practice that a transfer can be obtained from a vendor more conveniently than from an assignee with notice. The purchaser has in fact neither legal nor moral right to count upon no change being made in the habitat of the vendor before he desires to obtain his transfer—at least no such right as the law should aim to preserve. The vendor may remove to a foreign land, or may die, and nobody would suggest that he should refrain from death or removal because the purchaser would thereby be inconvenienced. The purchaser under an agreement of sale has a right or interest in the land which he can protect by a caveat; the vendor is under a personal liability also; if the purchaser chooses to depend upon the latter, the personal liability remains even after the vendor has assigned the contract, unless the purchaser has assented to the assignment (*British Waggon Co.* v. *Lea*, 5 Q.B.D. 149). What moral reason can there be why a vendor should not assign his rights?

Finally, sec. 101 of the Land Titles Act, providing that notwithstanding anything to the contrary in the contract an agreement for the sale of land shall be assignable, seems to set the seal of the statute law upon trading in land agreements, and renders rather inexplicable the language of Stuart, J., in this connection.

The decision under discussion tends to convenience. The mortgagor or purchaser who had to search the registry every time he made a partial