

HON. SIR. G. FALCONBRIDGE, C.J.K.B. FEB. 5TH, 1914.

RE GEORGIAN LAND AND BUILDING CO.

5 O. W. N. 859.

Vendor and Purchaser—Title to Land—Sale under Power in Mortgage—Evidence of Default — Short Forms of Mortgages Act, R. S. O. 1897 ch. 126, Schedule No. 14—Requisition on Title—Vendors and Purchasers Act.

Motion by the vendor under the Vendors and Purchasers Act, for an order declaring that an objection to the title of the vendor made by the purchaser, upon an agreement for the sale of land, viz., that a requisition made by the purchaser upon the vendor, to furnish evidence of default in payment of mortgage-moneys, a sale under the power in the mortgage-deed having been made, and the vendor deriving title thereunder, had been satisfactorily answered.

Glyn Osler, for vendor.

J. H. G. Wallace, for purchaser.

HON. SIR GLENHOLME FALCONBRIDGE, C.J.K.B.:—The evidence of default is the best now obtainable and is in my opinion sufficient.

But also, the extended form of the proviso R. S. O. ch. 126, p. 1186, sec. 14, contains the words "Of which default as also of the continuance, &c. . . the production of these presents shall be conclusive evidence."

The requisition has been satisfactorily answered.

No costs.

HON. SIR. G. FALCONBRIDGE, C.J.K.B. FEB. 7TH, 1914.

OWEN SOUND LUMBER CO. v. SEAMAN, KENT CO. LIMITED.

5 O. W. N. 861

Timber—Manufacture and Sale of Lumber — Refusal to Accept—Defects—Evidence — Time of Delivery — Damages—Resale of Lumber by Vendors—Mode of Selling—Reference.

Action for the price of lumber or for damages for breach of contract by refusal to accept the lumber.