

Chan Div.]

NOTES OF CANADIAN CASES.

[Chan. Div.]

the owner or those claiming under him are parties.

E. D. Armour, for vendor.

F. E. Hodgins, for purchaser.

Proudfoot, J.]

[October 9.]

LAIRD V. PATON.

Reference as to title—When good title first shown—Registration of deed to vendor—When interest begins to run—Costs.

On a reference as to title under a judgment which contained this clause, "And in case a good title can be made, an enquiry when it was first shown that such good title could be made." It was

Held, that these words meant when was a good title first shown upon the abstract.

Held, also, that a vendor does not complete his title until his deed is registered; *i.e.*, that registration is essential to the title.

A purchaser becomes liable to pay interest, when no time is fixed by the contract, from the time when he could prudently take possession and in the case of the purchase of several properties under an indivisible contract he cannot prudently take possession until the title to the whole is made.

The ordinary rule in a vendor's suit is that the costs are given against him up to the time when he has first shown a good title, but where the question as to title is not the chief matter in dispute, the costs will follow the result.

Where purchaser's objections to the title have caused the litigation and have been overruled he will be liable for cost notwithstanding any decision in his favor in particular points in dispute.

J. R. Roaf, for the vendor.

Allan McNabb, for the purchaser.

Boyd, C.]

[October 29.]

COLE V. CANADA FIRE AND MARINE INSURANCE COMPANY.

CLOSE'S CASE.

Company—Winding up—Contributory—Laches—Delay in consummating transfer on books of company—45 Vic. c. 23 D.

Appeal from the judgment of the Master at Hamilton placing the appellant on the list of

contributories of the above company which was being wound up under 45 Vic. c. 23 D., in respect of thirty shares.

The shares in question were purchased by C. in 1878; but the papers required to make a formal transfer to C. in the books of the company, were not furnished to the company till December 20th, 1881. On February 11th, 1882, C's name was entered on the list of shareholders, but there was no formal approval of the transfer by the Board of Directors until May 10th, 1883. But before this, on November 15th, 1882, C. was notified of a call on the shares and requested to pay the same. This was the first intimation C. received that the papers furnished by him had been acted upon, but he appeared to have made no further enquiry from the company after December 20th, 1881. The company ceased to do business on May 13th, 1883, and the winding up order was made on October 9th, 1883. It did not appear that C. had taken any steps to repudiate his position as a shareholder before these winding up proceedings; nor did he show any prejudice resulting to him from the failure of the company to notify him that the transfer to his name had been actually consummated on the books of the company.

Held, that under the above circumstances C. was rightly placed on the list of contributories, for having regard to the leisurely way of dealing between the parties, there did not seem to have been unreasonable delay in putting C's name on the lists of shareholders.

Shepley, for appellant.

Laidlaw, contra.

Boyd, C.]

[Nov. 1st

TRINITY COLLEGE V. HILL ET AL.

Opening foreclosure—New account—Interest on principal—Interest and costs as found due by original decree—Special order as to costs by Court of Appeal—Execution—R. 351.

Appeal from the Master's report.

This was a suit for foreclosure of a mortgage in which a decree was made on November 14th, 1877, and a final order of foreclosure obtained June 14th, 1878. In October, 1882, a petition was brought before Boyd, C., by the defendants to open the foreclosure, which indulgence was refused by him: 2 O.R. 348.