

as if he were now the vendor and seeking to force the title upon the purchaser without any explanation of the nature of the trust. The lapse of thirty years may render it improbable that any claim under the trust, whatever it was, exists, but it does not alter the law as to whether such a title could at any time be forced upon a purchaser without more."

On the law, as it at present stands, as established by the case under discussion, it would seem that the following might very well occur.

A, who received the land as trustee sells to B. B's solicitor says, "I shall make no inquiry as to the terms of the trust. I shall not even enquire whether A has power to sell—I shall only see that the purchase money is not paid until the deed from A is actually registered. Then my client will be absolutely safe."

It is true that in the judgment of the Court of Appeal some stress is laid upon the fact that there had been a considerable lapse of time since the execution of the deed in question, but the judgment does not seem to depend upon that fact.

The case of *London and Canadian Loan and Agency Company v. Duggan* (1893) A.C. 506, which is the authority chiefly relied on by the Court, seems to differ in important particulars from the present.

Indeed Mr. Justice Magee does not seem to put the matter too strongly when he says, p. 545, "That case I would consider a strong authority in favour of the purchaser here that there is notice that Turner held in trust for some one else, and that a purchaser is put upon inquiry as to his right to sell."

The position there seems to have been that, while the parties were undoubtedly put upon their enquiry by the words "manager in trust" there used, any obligation so raised to enquire into the nature of the trust was satisfied by the presumption arising from the words employed, viz., "manager in trust" which, as said by Lord Watson (p. 509) "according to their natural construction" imported that the official in question held in trust for his employers, and