

RE MATTHEWS—LENNOX, J.—JULY 19.

Vendor and Purchaser—Agreement for Sale of Land—Title—Objections of Purchaser—Inconclusive Evidence of Title—Application under Vendors and Purchasers Act—Trial of Issue or Renewal of Motion on Additional Evidence.—Application by a vendor of land in the township of Houghton for an order, under the Vendors and Purchasers Act, declaring that the vendor has shewn a good title. The application was heard in the Weekly Court, London. LENNOX, J., in a written judgment, said that he thought it probable that the vendor had a good title; but did not think that the facts shewn by the affidavits were sufficiently unequivocal or conclusive to justify him in declaring that the vendor had shewn a good title. What was deposed to was quite consistent with the possession of a good title, but it was not necessarily conclusive, and was not inconsistent with any other hypothesis. If the parties desired, they might have an order directing the trial of an issue, upon which the evidence of other witnesses could probably be adduced and more specific and conclusive evidence perhaps obtained from the persons who had made affidavits. If an issue should not be desired, the motion should be dismissed without costs, and with liberty to renew the motion on the present material and such additional material as counsel might advise. It should not, of course, be renewed without some additional material. W. C. Brown, for the vendor. F. H. Greenlees, for the purchaser.