

The learned Judge, upon the argument, suggested to counsel that it would be conducive to a satisfactory solution of the problems involved that the damages for the trespass should be determined by the same tribunal as that called upon to fix the price under the expropriation by-law, and that it might be an expedient thing for them to consent to judgment accordingly. The advantage of having all the matters disposed of at one time was obvious: see *Chaudiere Machine and Foundry Co. v. Canada Atlantic R.W. Co.* (1902), 33 Can. S.C.R. 11.

If, before the issue of the order on this motion, the parties consent to judgment, a judgment may be issued at once; otherwise no order will be made save that the appeal be dismissed, with costs to the defendants in the cause.

MIDDLETON, J.

NOVEMBER 20TH, 1919.

RE MCKINLEY AND McCULLOUGH.

*Vendor and Purchaser—Agreement for Sale of Land—Objection to Title—Conveyance Made in 1888 to Person "in Trust"—Evidence of Nature and Terms of Trust and of Right of Person to Sell, Required by Purchaser—Absence of Actual Notice of Adverse Right—Constructive Notice—Registry Act—Previous Decision on same Question—Application under Vendors and Purchasers Act—Adjournment for Hearing by Divisional Court.*

Motion by a vendor of land, under the Vendors and Purchasers Act, for an order declaring whether an objection to the title made by the purchaser was or was not a valid objection.

The motion was heard in the Weekly Court, Toronto.

T. A. Gibson, for the vendor.

A. D. McKenzie, for the purchaser.

MIDDLETON, J., in a written judgment, said that the objection arose from the fact that William Cayley, who was the owner of the land on the 1st May, 1888, conveyed it on that day to John Turner—"in trust." The deed was in the ordinary statutory form and contained no indication of any trust save the words "in trust," which followed the description of the grantee. The purchaser now required evidence of the nature of the trust on which the property was held by Turner and its terms, also evidence shewing that there was a right to sell, and, if there was a power of sale, that it was duly exercised.