

Sale—Rights of First Purchaser and his Assignees.—Motion by A. L. Sanagan, purchaser, for an order, under the Vendors and Purchasers Act, declaring that a good title to land, the subject of a contract of purchase and sale, had not been shewn. The vendor, W. Cecil Lee, had agreed to sell to one W. S. Hayes, and the contract contained the following power of sale: "And the vendor shall be at liberty on one month's default without notice or upon two weeks' notice to enter upon (and whether any entry has been made or not) resell and convey the said lands to any other purchaser." There were subsequent assignments of the agreement, which were registered. Hayes made default, and the agreement between Lee and Sanagan was entered into under the above power of sale without notice. It was objected that there should be a quit-claim from the purchaser under the first contract of sale and from all the parties interested. The motion was heard in the Weekly Court, Toronto. SUTHERLAND, J., decided that, default having been shewn for a longer period than one month, the vendor was entitled to sell under the power of sale without notice. There should be an order that the objection had been answered. No order as to costs. J. Edmund Jones, for the purchaser. T. D. Leonard, for the vendor.

MASSON V. SHAW—LATCHFORD, J.—FEB. 15.

Vendor and Purchaser—Agreement for Sale of Land—Assignment of another Agreement—Exchange—Fraud—Findings of Fact of Trial Judge—Dismissal of Action—Costs.—Action for a declaration that the plaintiff is entitled to a conveyance, free from incumbrances, of lot 18, block 176, plan R 3, Second avenue, Saskatoon; that an assignment of a certain agreement was fraudulent and void and should be set aside; and for damages. The action was tried without a jury at Toronto. LATCHFORD, J., in a written judgment, discussed the evidence, made certain findings of fact, and stated his conclusion that the action failed. The action should be dismissed with costs payable by the plaintiff to the defendant, less the costs thrown away by the adjournments had at the request of the defendant. As the plaintiff did not reside within the jurisdiction of the Court, the \$1,000 now in the hands of the plaintiff's solicitors should, subject to any lien which they might have, be made available for the payment of such costs. Wallace Nesbitt, K.C., and W. H. Lockhart Gordon, for the plaintiff. D. L. McCarthy, K.C., for the defendant.