

in the above sentence are capable of a double meaning. They may mean either (a) Notice that T., the grantee in the above mentioned Conveyance took the land as trustee, or (b) notice of the terms of the trust upon which T. took the land.

It seems quite clear that everyone dealing with the title of this land subsequent to the registration of the above-mentioned deed had actual notice of the fact that T. took the land merely as trustee.

That seems to be admitted in the judgments both of Mr. Justice Middleton in the Court below, where the words are (page 537): "Here all that the registered owner had notice of is the fact that Turner who bought in 1888 and sold shortly thereafter was in fact a trustee," and also of Chief Justice Meredith in the Court of Appeal where the following words occur, page 540: "Now the purchasers subsequent to the conveyance had actual notice not of any instrument declaring or evidencing a trust but only, at the most, that the land was conveyed to the grantee in trust."

The case was dealt with by, in all, six Judges, of whom five, including Mr. Justice Middleton in the Court below, were of the opinion that the vendor was entitled to force the title upon the unwilling purchaser.

Mr. Justice Magee in the Court of Appeal alone entertained a different opinion.

The point is one which by reason of its frequent occurrence in Ontario titles is of unusual importance.

We confess that, were it not for the very great weight which attaches to the opinion of the eminent jurists who coincide in decision in this case, we should have been inclined to consider the view expressed by Mr. Justice Magee as the correct one.

We should have been inclined to think that the Registry Act which is extensively quoted in the judgments does not help the matter.

It does not seem to us to be a question of excluding or nullifying an equitable interest by a subsequent registered deed, but rather of whether a certain grantor in the chain