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 REPORTS AND NOTES OF CASES.
 

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 Province of Ontario.
 

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 COURT OF APPEAL.
 

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Full Court.]

OWEN v. MERCIER.

[April 22.]

*Vendor and purchaser—Contract for sale of land—Delivery of registerable conveyance—Immoral purposes of purchaser—Rescission of sale.*

Appeal from judgment of Boyd C., reported 12 O.L.R. 529. Appeal allowed and action dismissed with costs throughout.

As between the plaintiff and the vendee the transaction had been completed when the deed was sent back to him for correction. Whatever difficulty the omission in the description may have given rise to as regards its registration, the conveyance was operative to pass the property, the fault in the description merely rendering it equivocal, and causing latent ambiguity which might be rebutted and removed by extrinsic evidence. The plaintiff could derive no right under the condition inserted even if in form valid, because made without consent after the execution and delivery of the deed.

Per MEREDITH, J. A.:—If the condition inserted be a common law condition, as it seems to be, it might be contended to be void as infringing upon the rule against perpetuities.

Middleton, for defendant, appellant. C. A. Moss, for respondent.

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 HIGH COURT OF JUSTICE.
 

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Anglin, J.]

RE TAYLOR v. MARTYN.

[March 8.]

*Vendor and purchaser—Making title—Discharge of mortgage by executor—Registering probate—Local improvement rates—Covenant in agreement to convey free from incumbrances—Executions and general registrations.*

On an application under the Vendors and Purchasers Act, R.S.O. 1897, c. 134, on making title.