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c 414 Vendors and Purchasers Act

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CHAPTER 414

The Vendors and Purchasers Act

1. In the completion of a contract of sale of land the rights and obligations of the vendor and the purchaser shall, subject to any stipulation to the contrary in the contract, be regulated by the following rules:

Rights of vendors and purchasers in contracts of sale of lands

1. Recitals, statements and descriptions of facts, matters and parties contained in statutes, deeds, instruments or statutory declarations twenty years old at the date of the contract, unless and except in so far as they are proved to be inaccurate, are sufficient evidence of the truth of such facts, matters and descriptions.
2. A registered memorial of a discharged mortgage is sufficient evidence of the mortgage without the production of the mortgage, unless and except in so far as the memorial is proved to be inaccurate, and the vendor is not bound to produce the mortgage unless it is in his possession or power.
3. A registered memorial twenty years old of any other instrument, if the memorial purports to be executed by the grantor, or in other cases if possession has been consistent with the registered title, is sufficient evidence without the production of the instrument to which the memorial relates, unless and except in so far as the memorial is proved to be inaccurate, and the vendor is not bound to produce the original instrument unless it is in his possession or power, and the memorial shall be presumed to contain all the material contents of the instrument to which it relates.
4. The inability of the vendor to furnish the purchaser with a legal covenant to produce and furnish copies of documents of title, is not an objection to the title if the purchaser will, on the completion of the contract, have an equitable right to the production of such documents. R.S.O. 1950, c. 407, s. 1.

Recitals, etc., 20 years old, of facts, etc., prima facie evidence

Memorials of discharged mortgages

Memorials 20 years old, when, and of what, evidence

Inability to furnish covenant to produce and furnish documents of title

2. In an action it is not necessary to produce any evidence that by section 1 is dispensed with as between vendor and

Evidence in actions

purchaser, and the evidence therein declared to be sufficient as between vendor and purchaser is *prima facie* sufficient for the purposes of the action. R.S.O. 1950, c. 407, s. 2.

Applications to court as to requisitions, objections, compensation, etc.

3.—(1) A vendor or purchaser of real or leasehold estate or his representative may at any time and from time to time apply in a summary way to the Supreme Court or a judge thereof or to the county or district court of the county or district in which the land or any part thereof is situate in respect of any requisition or objection or any claim for compensation or any other question arising out of or connected with the contract, except a question affecting the existence or validity of the contract, and the court or the judge may make such order upon the application as may be deemed just.

Removal of proceedings into Supreme Court

(2) Where an application under subsection 1 is made to a county or district court, a respondent may, by notice served on the applicant and on the other respondents, if any, and filed with proof of service thereof with the clerk of the county or district court not later than two days preceding the day of return of the application, require the proceedings to be removed into the Supreme Court.

Transmission of proceedings

(3) Upon the filing of the notice and proof of service thereof, the clerk of the county or district court shall forthwith transmit the papers and proceedings to the proper office of the Supreme Court in the county or district in which the application is made.

Removal of proceedings

(4) When the papers and proceedings are received at the proper office of the Supreme Court, the proceedings are *ipso facto* removed into the Supreme Court.

Reference to master

(5) Where an application under subsection 1 is made to or is removed into the Supreme Court, the court or judge may refer any question to a master or other officer for inquiry and report.

Appeal

(6) An appeal lies to the Court of Appeal from any order made under this section. 1952, c. 110, s. 1.

Terms of agreement of sale and purchase

4. Every contract for the sale and purchase of land shall, unless otherwise stipulated, be deemed to provide that,

- (a) the vendor is not bound to produce any abstract of title, deed, copies of deeds or other evidence of title except such as are in his possession or control;
- (b) the purchaser shall search the title at his own expense and shall make his objections thereto in writing within thirty days from the making of the contract;

- (c) the vendor has thirty days in which to remove any objection made to the title, but if he is unable or unwilling to remove any objection that the purchaser is not willing to waive, he may cancel the contract and return any deposit made but is not otherwise liable to the purchaser;
 - (d) taxes, local improvement rates, insurance premiums, rents and interest, shall be adjusted as at the date of closing;
 - (e) the conveyance shall be prepared by the vendor and the mortgage, if any, by the purchaser and the purchaser shall bear the expense of registration of the deed and the vendor shall bear the expense of the registration of the mortgage if any;
 - (f) the purchaser is entitled to possession or the receipt of rents and profits upon the closing of the transaction. R.S.O. 1950, c. 407, s. 4.
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