

1937

c 168 Vendors and Purchasers Act

Ontario

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4. CONFIRMATION AND EVIDENCE OF TITLE.

CHAPTER 168.

The Vendors and Purchasers Act.

Rights of vendors and purchasers in contracts of sale of lands.

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 in such contract to the contrary, be regulated by the following rules:—

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

(a) 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, shall be sufficient evidence of the truth of such facts, matters and descriptions.

Memorials of discharged mortgages.

(b) A registered memorial of a discharged mortgage shall be sufficient evidence of the mortgage without the production of the mortgage, unless and except in so far as such memorial is proved to be inaccurate, and the vendor shall not be bound to produce the mortgage unless it is in his possession or power.

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

(c) 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, shall be sufficient evidence without the production of the instrument to which the memorial relates, unless and except in so far as such memorial is proved to be inaccurate, and the vendor shall not be 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.

Inability to furnish covenant to produce and furnish documents of title.

(d) The inability of the vendor to furnish the purchaser with a legal covenant to produce and furnish copies of documents of title, shall not be an objection to the title if the purchaser will, on the com-

pletion of the contract, have an equitable right to the production of such documents. R.S.O. 1927, c. 153, s. 1.

2. In an action it shall not be necessary to produce any evidence which, by section 1 is dispensed with as between vendor and purchaser, and the evidence therein declared to be sufficient as between vendor and purchaser shall *prima facie* be sufficient for the purposes of such action. R.S.O. 1927, c. 153, s. 2.

3. 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 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 judge may make such order upon the application as appears just, and refer any question to a master or other officer for inquiry and report. R.S.O. 1927, c. 153, s. 3.

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

- (a) the vendor shall not be 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 shall have thirty days in which to remove any objection made to the title, but if he is unable or unwilling to remove any objection which the purchaser is not willing to waive, he may cancel the contract and return any deposit made but shall not be 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 shall be entitled to possession or the receipt of rents and profits upon the closing of the transaction. R.S.O. 1927, c. 153, s. 4.

Evidence in actions.

Summary applications to Supreme Court in respect to requisitions, objections or compensation, etc.

Terms of agreement of sale and purchase.