



1914

c 122 Vendors and Purchasers Act

Ontario

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4. CONFIRMATION AND EVIDENCE OF TITLE.

CHAPTER 122.

An Act respecting Vendors and Purchasers and to simplify Titles.

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

Short title.

1. This Act may be cited as *The Vendors and Purchasers Act*. 10 Edw. VII. c. 58, s. 1.

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

2. 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;

- (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 completion of the contract, have an equitable right to the production of such documents. Inability to furnish covenant to produce and furnish documents of title. 10 Edw. VII. c. 58, s. 2.

3. In an action it shall not be necessary to produce any evidence which, by section 2, 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. Evidence in actions. 10 Edw. VII. c. 58, s. 3.

4. 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 enquiry and report. Summary applications to Supreme Court in respect to requisitions, objections or compensation, etc. 10 Edw. VII. c. 58, s. 4.
