

REPORTS AND NOTES OF CASES.

Dominion of Canada.

SUPREME COURT.

N.B.]

TRAVERS v. CASEY.

[March 10.

*Will—Roman Catholic Bishop—Devise of personal and ecclesiastical property—Construction.*

The will of the Roman Catholic Bishop of St. John, N.B., a corporation sole, contained the following general devise of his property : "Although all the church and ecclesiastical and charitable properties in the diocese are and should be vested in the Roman Catholic Bishop of St. John, New Brunswick, for the benefit of religion, education and charity, in trust according to the intentions and purposes for which they were acquired and established, yet to meet any want or mistake I give and devise and bequeath all my estate, real and personal, wherever situated ; to the Roman Catholic Bishop of St. John, New Brunswick, in trust for the purposes and intentions for which they are used and established."

*Held*, affirming the judgment appealed from (36 N.B.R. 229) that the private property of the testator as well as the ecclesiastical property vested in him as bishop was devised by this clause, and the fact that there were specific devises of personal property for other purposes did not alter its construction. Appeal dismissed with costs.

*Pugsley*, K.C., and *Quigley*, K.C., for appellants. *Stockton*, K.C., and *Barry*, K.C., for respondents.

N.B.]

PEOPLE'S BANK v. ESTEY.

[March 10.

*Sale of goods—Owner not in possession—Authority to sell—Secret agreement—Estoppel.*

The owner of logs by contract in writing agreed to sell and deliver them to McK., the title not to pass until they were paid for. The logs being in custody of a boom company, orders were given to deliver them as agreed. E., a dealer in lumber, telephoned the owner, asking if he had them for sale and was answered "No, I have sold them to McK." E.