

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." At the time of the testator's death certain real estate belonging to Church was standing in the name of the testator, and he was also entitled to certain real estate in his own right. The income from both classes of property was treated by the Bishop in his lifetime as a common fund and drawn upon by him for Church and personal purposes.

Held, that the testator did not die intestate with respect to his private estate.

Pugsley, A.G., for plaintiff. *Stockton*, K.C., *Carleton*, K.C., and *Barry*, K.C., for defendants.

Barker, J.]

FREEMAN v. STEWART.

[April 15.

Specific performance—Unilateral agreement—Time the essence of agreement.

In an agreement to sell land on or before a specified date, unaccompanied by an agreement on the part of the offeree to purchase, time is of the essence of the contract, and specific performance will not be granted if the purchase money is tendered after the expiration of the time.

McLeod, *Vince* and *Hartley*, for plaintiff. *Connell*, K.C., for defendant.

Province of Manitoba.

KING'S BENCH.

Richards, J.]

COX v. SCHACK.

[March 20.

Chattel mortgage—Lien note—Assignment for creditors—Exemptions.

Action by plaintiff as assigned for the benefit of the creditors of P. Couse to restrain the sale by defendant of shop fittings which he had seized and removed from Couse's store after the assignment to plaintiff under a lien note given to defendant by Couse to secure a balance of the price of the fittings due to defendant, and for an order for the return of the fittings and a declaration that the lien note was void as against the plaintiff. The fittings in question were manufactured articles, but the defendant had not put on them his name or any other distinguishing mark as required by section 2 of the Liens Notes Act, R.S.M., c. 87, and the lien note, though it contained a description of the fittings, had not been registered under The Bills of Sale and Chattel Mortgage Act. It provided in the usual manner that the property in the fittings should remain in the defendant and should not pass to Couse until paid for in full, and that on default the defendant might enter and retake them. It was procured by the defendant after Couse settled for the fittings in the manner agreed on, and after they