

for sale being made 'hereunder within the six months' period: *Slobodian v. Harris*, 21 D.L.R. 75, 25 Man. L.R. 74.

But in *Chapman v. Partell*, *supra*, 25 Man. L.R. 76 it was held that a registered judgment is not an "instrument charging land with the payment of money," within the meaning of that expression as used in section 2 of the Act; and, although a judgment for the payment of money is spoken of as a contract of record, it is not a contract at all in the ordinary meaning of that word, much less a contract relating to land, and the title of the Act would indicate that it was not intended to affect judgments for the payment of money in any way. In construing the words in section 2, "Notwithstanding any provision in any mortgage of land or agreement to purchase land or in any other instrument charging land with the payment of money," it is proper to apply the *ejusdem generis* rule and to hold that the words "other instrument" do not extend to a registered judgment which is not of the same genus as a mortgage or agreement of purchase.

A foreclosure decree as to the purchaser's interest under a land purchase agreement will, since the Moratorium Act, 1914, be conditional upon the non-payment of the principal, interest and costs within one year from the taxing officer's certificate, together with subsequent interest to the date of payment: *Maxwell v. Cameron*, 20 D.L.R. 71.

On motion for judgment in an undefended action for foreclosure of an agreement for sale, the plaintiff is not entitled to claim that the Moratorium Act does not apply because of an abandonment of the land by the defendant, as provided in sec. 7, unless there is in the statement of claim an appropriate allegation to that effect: *Armstrong v. Stobels*, 24 Man. L.R. 782.

In an action, commenced before the coming into force of the Moratorium Act, and not defended, the vendors claimed specific performance of an agreement of sale of land and in default, rescission and immediate possession, also that, in default of payment, the lands might be sold to realize the unpaid purchase money, interest and costs. It was held, that, so far as regards the relief by sale, the vendors were entitled to a sale at the expiration of a year from the fixing of the time for payment: *United Investors v. Gaynor*, 24 Man. L.R. 781.

An agreement for sale of land whereby the purchaser is to pay the proceeds of one half of the wheat crop yearly until the purchase money and interest is fully paid, is within the exception of sec. 4 (b) of the Moratorium Act, Man., although the agreement is not for delivery of part of the crop itself; but sec. 3 of the Act applies to extend for one year the time fixed for redemption under the Master's report made before the Act came into force: *Haight v. Davies*, 22 D.L.R. 507.

For a recent case on Manitoba moratorium see *Re Real Property Act*, *infra*.

It was held by the Master of Titles at Saskatchewan, that the registration of a transfer subsequent to the issue of the Moratorium Proclamation is not forbidden thereby. Accordingly, where the property in land has