

Held, upon the authority of *Neill v. Carroll*, which is incorrectly reported in 28 Grant 339, that the lien was registered too late, since the time should have been computed from June 30th.

Hoyles, Q.C., for the appellant.

Mulvey, for the claimant, *contra*.

FALCONBRIDGE, J.]

[Feb. 21.

WARD v. ARCHER.

Fieri facias—Writ against lands—Equitable interest of purchaser under contract—Judgment against assignee of such purchaser—R.S.O., c. 64, s. 25.

Held, on demurrer, that the equitable interest of an assignee from the purchaser of a contract for the sale of lands is exigible under a writ of *fieri facias* against the lands of such assignee, and the purchaser at a sheriff's sale of such interest is entitled to specific performance of the contract.

Re Prittie v. Crawford, 9 C.L.T. 45, declared to have been inadvertently decided or reported.

H. H. Strathy, Q.C., for the demurrer.

Pepler, Q.C., *contra*.

STREET, J.]

[March 3.

McMYLOR v. LYNCH ET AL.

Will—Devise—Direction to sell land—Names or descriptions of devisees—Purpose—Trust—Charitable use—Mortmain—Augmentation of particular fund or residuary estate—Interest on legacies—Power of executor—Dower—Election—Costs.

A testator, by his will, provided as follows: "I do order and direct that my executor sell the real estate owned by me, such sale to be made inside of three years from the date of my decease, and out of the proceeds of the said sale to pay to the Archbishop of the Diocese of Toronto \$500, to the Bishop of the Diocese of Hamilton \$500, to be applied for the education of young men for the priesthood, and the balance invested by my executor in the proportion of \$15 for my wife, Alice Lynch, and \$8 for my mother, Mary Lynch.

"At my mother's death I order that her proportion . . . be divided . . . between (five nieces).

"I order and direct that on my wife's death her proportion . . . be divided between (nephews and nieces).

"All the residue of my estate not hereinbefore disposed of I give, devise, and bequeath unto my wife, Alice Lynch."

Held, that as the corporate name of the Archbishop of the Diocese of Toronto in communion with the Church of Rome is "The Roman Catholic Episcopal Corporation of the Diocese of Toronto in Canada," and as the corporate name of the Bishop of Hamilton is "The Roman Catholic Episcopal Corporation of the Diocese of Hamilton in Ontario," and as the bequests were to "The Archbishop of the Diocese of Toronto," and to "The Bishop of the Dio-