

beyond the day fixed for completion. On the 19th January a letter was written by the vendor stating that, unless the transaction was closed by the 27th, the contract would be considered at an end and the deposit forfeited. A request was made by the purchaser that the time be extended to the 3rd February—the request was granted on the terms that interest be paid from the 1st December. A request by the purchaser that the matter stand a day or so was granted, but no money was forthcoming. On the 23rd February notice of intention to sell was given, followed by a request for a few days' indulgence, but this produced nothing; and the land had now been resold. The agreement was not in such shape that it could be registered, and the fraudulent scheme, all too common, of an assignment of the agreement from Shier to Sonshine, the assignment being capable of registration and being registered, was adopted. These men now attempted to block the sale by the pretence of readiness to carry out the agreement. In truth they wanted to be bought off. They had no right. The original time may have been waived by the delay, but a reasonable time was fixed, and the purchaser was unready. There was an agreement to extend for "a day or so," but this was conditional upon readiness to carry out, and was not an unconditional waiver of the notice given.

There should be an order declaring that a good title can now be made, notwithstanding this claim, and barring all rights of the claimants under the agreement, and ordering them to pay the costs of both vendor and purchaser.

KELLY, J.

MAY 12TH, 1920.

RE McCONAGHY.

*Will—Construction—Charitable Bequest—Determination of Object of Testator's Bounty—Home for Aged and Infirm Persons of Protestant Faith.*

Motion by the administrator de bonis non with the will annexed of William McConaghy, deceased, for an order determining a question arising upon the will.

The motion was heard in the Weekly Court, Toronto.

D. C. Ross, for the applicant.

E. W. M. Flock, for the Women's Christian Association of London.