profits to its legitimate conclusion, it does not lead to the perfectly consistent and equitable rule that when a widow is in actual possession of land, of which she is dowable before assignment, she must in equity be taken to be in possession of an undivided third as dowress, and therefore not only free from liability to account for one-third of the rents, but also unable to acquire any title by possession to that one-third of the land.

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Some doubt may seem to arise as to whether since the reversal of *Harlock* v. *Ashberry* in the Court of Appeal, the decision of the Chancellor in *Slater* v. *Mosgrove*, 29 Gr. 392, which is to some extent based on that decision, is good law. We are disposed to think that it is altogether unaffected by the reversal of *Harlock* v. *Ashberry*. The question in *Harlock* v. *Ashberry*, 19 Ch. D. 539, was whether payment of rent by a tenant of part of the mortgaged land, was a payment binding the mortgagor as an acknowledgment of title as to the residue of the land, and the Court of Appeal reversing Fry, J., held that it was not, the judges in Appeal, basing their decision on the ground that a payment to prevent the running of the Statute of Limitations, must be made by some person liable to pay the principal or interest secured by the mortgage; and that the payment must be on account of one, or the other; that a tenant of the mortgagor was not liable to pay either principal or interest, and that the payment of rent was not a payment on account of either, although it might ultimately be liable to be brought into account between the mortgagor and mortgagee. This being the ground of the decision, we think it clear that it does not in the least affect the correctness of the learned Chancellor's conclusion in *Slater* v. *Mosgrove*. In that case the plaintiff claimed a vendor's lieu, and the paymen the relied on as taking the case out of the statute, was made by an endorser, on account of a promissory note given by the purchaser for the purchase money. That was, therefore, the case both of a payment by some person liable to pay the principal and interest; and the payment in question was a payment on account of the purchase money. The case, therefore, irrespective of *Harlock* v. *Ashberry*, is governed clearly by *Chinnery* v. *Evans*, 11 H.L.C. 115, to which the learned Chancellor also referred, and upon the proper application of which case the decision in *Harlock* v. *Ashberry* in appeal turned.

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THE decision of the Chancellor in *O'Donohoe* v. *Whitty*, 9 P. R. 361, appears to be in direct conflict with the decision of the Supreme Court in *Joyce* v. *Hart*, 1 S. C. R. 321. The question to be decided in *O'Donohoe* v. *Whitty* was, what was the amount in controversy in the action. The action appears to have been one for redemption, in which the defendant claimed a bill of costs amounting to $250. The bill was taxed at $187.10, and plaintiff desired to appeal, claiming that he was not liable to pay even as much as taxed. The Chancellor held the amount in controversy was, as to the plaintiff, only $187.10, and therefore no appeal could be had under the Judicature Act, s. 33, without leave. *Joyce* v. *Hart*, however, does not seem to have been mentioned to, or considered by, the learned Judge. In that case the plaintiff claimed by his declaration £500 damages and costs. He actually obtained judgment for only $100, and the Supreme Court nevertheless held that the amount in controversy was the sum originally claimed by the plaintiff, and that *the defendant* was entitled to appeal. Mr. Justice Strong dissented from the majority of the Court, basing his opinion on the case of *Macfarlane* v. *Leclaire*, 15 Mo. P. C., upon the which the Chancellor also relied.

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