between solicitor and client, to a successful party, as, and when the justice of the case might so require, and as regards suits within the former equitable jurisdiction, the power still exists in the High Court; but, whether the High Court has power to award costs, as between solicitor and client, in matters of common law jurisdiction, he expressly refrained from giving any opinion.

WILL—LEGACY—SATISFACTION—CONTEMPORANEOUS DEED AND WILL.

Horlock v. *Wiggins*, 39 Chy. D. 142, is an instance of the result, which too often happens, where a testator undertakes to draw his own will. By a separation deed, dated 7th September, 1844, he had covenanted that his executors should, on his decease, pay to his wife, if she survived him, £100, with a proviso that if £6 per month was paid her for six months from his death, the balance should only be paid at the end of that period. By his will, dated the 5th September, 1844, but alleged to have been signed on the 9th, he made the following bequest: "After all my just debts, funeral and testamentary expenses are paid, I bequeath to my wife £100, payable within six months after my decease, £6 to be paid to her or her order until my estate is finally settled, the same to be deducted from the said £100, as per indenture stated in our mutual separation." The testator died in 1887, and the question was, whether this bequest was to be deemed to be a satisfaction of the testator's covenant contained in the separation deed, Kekewich, J., held that it was not, and this view was sustained by the Court of Appeal (Cotton, Bowen and Fry, L.JJ.). One of the grounds on which this decision was arrived at was the fact that the will directed payment of the legacy after payment of the testator's just debts; and the £100 in the separation deed was a debt existing when the will was made. Though the reasons assigned may be sufficient, from a legal point of view, to warrant the construction adopted, we nevertheless feel morally sure that that construction does not really carry out the intention of the testator.

HUSBAND AND WIFE—GIFT TO HUSBAND, WIFE, AND THIRD PERSON—MARRIED WOMAN'S PROPERTY ACT, 1882 (45 & 46 VICT. 75, SS. 1 & 5)—(R. S. O. C. 132, S. 3).

In re Jupp, Jupp v. *Buckwell*, 39 Chy. D. 148, the question which was raised *In re March*, 24 Chy. D. 222, but not actually decided, came up again for decision, viz., whether under a gift to a husband and wife and a third person, made since the Married Women's Property Act, 1882, the parties take severally one-third, or whether the husband and wife together take one moiety, and the third person the other moiety, Chitty, J., assuming the case to be within the Married Woman's Act of 1882, decided that they took in thirds; but on appeal this decision was reversed, on the ground that the case was not within the Married Woman's Property Act, 1882. Now Kay, J., holds that the Married Woman's Property Act, 1882, has made no change in the common law rule in this respect, and that the husband and wife only take a moiety between them. The true view of the effect of the Act he considers to be that it was not intended to alter any rights except those of the husband and wife *inter se*.