Held, also, per GWYNNE, J., that an assignment of property absolute in its form and upon trust to sell the property assigned is not affected by said section 4 of the Act, which deals only with bills of sale by way of chattel mortgage.

The goods assigned by E. were seized by the sheriff under an execution, and in an action against the sheriff the execution produced was not signed by the prothonotary of the court out of which it was issued.

Held, that it is the seal of the court which gives validity to such writs and not the signature of the officer, and the want of such signature did not affect the validity of the execution.

Appeal allowed with costs.

W. B. Ross for the appellant.

Eaton, Q.C., for the respondent.

North-West Terr.] [March 11.

MARTIN *v.* MOORE.

Appeal Jurisdiction—Service of writ out of jurisdiction—Order of Judge—Final judgment Practice.

A writ of summons, in the ordinary form of writs for service within the jurisdiction, was issued out of the division for the District of Alberta of the Supreme Court of the North-West Territories, and a Judge's order was afterwards obtained for leave to serve it out of the jurisdiction The writ having been served in England the defendant moved before a Judge of the court below to set aside the service, alleging that the cause of action arose in England and he was, therefore, not subject to the jurisdiction of the courts in the Territories; also, assuming the court had jurisdiction, that the writ was defective, as the practice required that a Judge's order should have been obtained before it issued. The motion was refused, and the decision of the Judge refusing it was affirmed by the full court. The defendant then sought to appeal to the Supreme Court of Canada.

Held, GWYNNE, J., *hesitante*, that the judgment sought to be appealed from was not a final judgment in an action, suit, cause, matter, or other judicial proceeding within the meaning of The Supreme Court Act, and the court had no jurisdiction to hear the appeal.

Appeal quashed with costs.

Chrysler, Q.C., for the appellant.

Moss, Q.C., for the respondent.

SUPREME COURT OF JUDICATURE FOR ONTARIO.

HIGH COURT OF JUSTICE.

Queen's Bench Division.

FALCONBRIDGE, J.] [Jan. 16.

IN RE WILSON AND TORONTO INCANDESCENT ELECTRIC LIGHT CO.

Husband and wife—Conveyance to, in 1874—Tenants in common—Devolution of Estates Act—Conveyance of land by administrator—Debts.

Land was conveyed in 1874 to a husband and wife, who were married in 1864,

Held, that they took, not by entireties, but as tenants in common, just like strangers.

Held, also, that the husband could by virtue of the Devolution of Estates Act, as administrator of the wife, and in his own right, make a valid conveyance of the whole of the land, although there were no debts of the wife to pay.

Martin v. *Magee*, 19 O.R. 705, distinguished.

A. Paterson for the company.

Beverley Jones for Wm. Wilson.

Div'l Court.] [Feb. 2.

KENT *v.* KENT.

Husband and wife—Conveyance of land to wife directly—Equitable estate in wife—Husband trustee of legal estate—Devise of land by wife to infant children—Possession by husband—Natural guardian—Statute of Limitations.

A conveyance of lands from a husband to his wife directly was made in 1870, was expressed to be in consideration of "respect and of one dollar," was in the usual statutory short form, and was duly registered. The marriage was in 1854.

Held, affirming the decision of BOYD, C., *ante* p. 158, that the conveyance had the effect of conveying the equitable estate in the lands to the wife, leaving the legal estate in the husband as trustee thereof for the wife. A gift from a husband to a wife is not an incomplete gift by reason of the incapacity of the wife at law to take a gift from her husband.