working expenditure made subsequently to the commencement of the Act could not be set up against proceeds of a sale of the railway in priority to a mortgage given while the Act of 1888 was in force.

Skinner, K.C., for plaintiff. *McAlpine*, K.C., and *Kaye*, for the Crown. *McKeown*, K.C., for Foster.

Barker, J.] JOHNSTON *v.* HAZEN. [Oct. 12.

Gift — Promissory note — Promise to maker by payee to pay— Want of consideration—Involuntary payment by payee— Action against maker.

Semble, that where the payee (deceased) on endorsing a promissory note for the accommodation of the maker promises without consideration to pay it, and the holder compels payment by the payee's estate, an action for the recovery of the amount lies by the estate against the maker.

Earle, K.C., and *Armstrong*, K.C., for plaintiff. *Currey*, K.C., for Margaret Woodford.

Barker, J.] [Oct. 19.

EASTERN TRUST CO. *v.* CUSHING SULPHITE FIBRE CO., LIMITED.

Mortgage—"Plant," meaning of.

The word "plant" in a mortgage of a mill does not include office furniture, or a horse and carriage used for occasional errand purposes in connection with the mill, or "spares" kept on hand for repairs to machinery, but held to include scows used for lightering the output of the mill from its wharf to steamers and in lightering coal for the use of the mill, and also to include axes, shovels and files and other articles complete in themselves, though at present in store.

Hazen, K.C., (*Ewing*, with him), for liquidators. *Earle*, K.C., and *Teed*, K.C., for for plaintiffs.