

after he had been at defendant's house, another daughter asked him to give defendant the price of a piano, when he said he would not do that, but, pointing to a box, in which he kept some money and promissory notes, and which he kept locked, retaining the key, said it was defendant's, to do what she liked with, and that there was sufficient for all. No change was made in the possession up to the time of his death, he taking what money he required for his own use and for presents to his wife and daughters, the defendant at his request sometimes taking out money for him for such purposes. The notes were never otherwise alluded to:—

Held, that neither a good *donatio mortis causa* nor gift *inter vivos* to defendant was shewn, but that the testator's intention was that defendant should be paid for her services, and she was accordingly allowed for his board and her attendance on him as well as for the board of his wife. *Brown et al. v. Davy*, 559.

GOODS, SALE OF.

See SALE OF GOODS.

HANDCUFFING.

See CRIMINAL LAW, 3.

HAWKERS.

See MUNICIPAL CORPORATIONS, 7.

HEAD OFFICE.

See ASSESSMENT AND TAXES, 1.

HIGH COURT.

Jurisdiction of.—*See* DIVISION COURTS, 3—HUSBAND AND WIFE, 1.

HIGH SCHOOLS.

See PUBLIC SCHOOLS, 2.

HIRING.

1. *Hire receipt*—*Lien for engine*—*Sale without notice*—*Mortgage*—*Surplus*—*Bar of dower*—*Second mortgage*.—Certain lands were subject to a first mortgage, a charge registered by an Engine Company in respect to the price of an engine supplied by them, and a mortgage to the plaintiff registered subsequently to the said charge; and the lands having been sold under the power of sale in the first mortgage, a contest arose in this action in respect to the surplus left after satisfaction of the first mortgage.

The Engine Company had resumed possession of the engine, and sold it, and claimed the balance of the price under the charge out of the said surplus in priority to the plaintiff:—

Held, that they were entitled to make that claim, and that having sold the engine without notice to the plaintiff the latter was entitled to impeach that sale by shewing that a greater sum could have been realized, if it had been properly sold after proper notice. But

Held, also, that the plaintiff was alone entitled to the value of the interest of the owner of the equity of redemption in the land as inchoate dower; inasmuch as she had barred her dower in his favour, whereas she had not done so in connection with the charge of the Engine Company.

See
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