

Semble, that even if the deceased had left real or personal estate in some other county the administration obtained in York had effect over the personal estate of the deceased in all parts of Ontario until revoked: R.S.O. (1877) c. 46.

Deceased was an express messenger, and as such was being carried on the defendants' train at the time of his death, without a ticket or payment of fare, under a contract between the defendants and the express company:

Held, that the deceased being lawfully on the train the defendants were under a duty to carry him safely, and were liable for negligence in causing his death.

Held, also, that the deceased was the servant of the express company, and was not in any sense engaged in any common employment with the servants of the railway company.

CONNELL v. HICKOCK.

Chattel Mortgage and Bills of Sale Act—Marriage settlement of personal property—Description of property settled—Interpleader issue—Equitable title—Possession.

By an ante-nuptial settlement executed 25th March, 1885, made between James Connell of the first part, Mary Harrington (the plaintiff), his intended wife, of the second part, and one Malone of the third part, in consideration of the intended marriage, certain lands and the goods in question, consisting of horses, cows, and several articles of household furniture, described as being in and upon and around the premises and apartments used and occupied by the said James Connell, and being city number, etc., were conveyed into and assigned to Malone to hold to the use of James Connell until the marriage, and thereafter to the use of the plaintiff, her heirs, executors, administrators and assigns.

The marriage took place on the 27th of March. Within five days from the execution of the assignment it was only registered in the proper office as a bill of sale. The affidavit of bona fides was made by the plaintiff after the marriage, being described therein as the bargainee.

The goods were afterwards seized by an

execution creditor of the husband; the plaintiff claimed them, and an interpleader issue was directed by the High Court to be tried in the County Court.

At the trial it was objected that the trustee should have been the claimant and plaintiff in the issue, and on this ground judgment was given for the defendant.

Held, [reversing the judgment of the Court below] that the plaintiff's beneficial interest in and possession of the property was sufficient to enable her to maintain her claim in the issue. *Schröder v. Harnett*, 28 L.T.N.S., 702, followed.

(2) That the settlement was a sale of personal property within the meaning of the Act, and that the plaintiff was a person who, as a bargainee, might properly make the affidavit of bona fides.

(3) That the goods were sufficiently described and identified.

Semble, per HAGARTY, C.J.O., and OSLER, J.A., that a marriage contract or settlement, in the form of the instrument in question, was not a sale of personal property within the Act, and that registration therefore was not necessary.

Per PATTERSON, J.A., (1) That the transaction was within the statute, and (2) that the legal title to the goods was in the plaintiff.

Whiting v. Hovey, 12 A.R., 119; *Dominion Bank v. Davidson*, 12 A.R., 90, referred to.

[Dec. 22, 1888.]

ARCHBOLD v. THE BUILDING & LOAN ASSOCIATION.

Mortgagor and Mortgagee—Redemption—Six months' notice or six months' interest after default.

This was an appeal by the plaintiff from the judgment of the Queen's Bench Division, reported 15 O.R. 357, and came on to be heard before this Court (BURTON and OSLER, JJ.A., ROSE and McMAHON, JJ.) on the 21st September, 1888.

The Court allowed the appeal with costs, holding that upon the evidence the parties, after the maturity of the mortgage, continued to deal upon the terms therein contained as far as applicable, and therefore that the option to pay off at any time the moneys