but the Court of Appeal (Cotton, Lindley, and Lopes, L.JJ.) were agreed that the firm to whom the company had been ordered to pay costs had a better equity, and the fund was accordingly ordered to be paid to the solicitors.

EASEMENT—EXCLUSIVE USE OF GATEWAY—ABSOLUTE OWNERSHIP.

*Reilly* v. *Booth*, 44 Chy.D., 12, the plaintiff claimed to restrain the defendant in the use of a covered gateway under the following circumstances. M. and others were owners in fee of a house fronting on a street, and also of a yard and premises in rear of the house. The covered gateway in question led from the street through the house to the premises in the rear. They conveyed the premises in the rear, "together with the exclusive use of the gateway," which was described by its dimensions, to one Wimbush in fee, who subsequently leased them to the defendant. The plaintiff subsequently became lessee of the houses, and claimed a declaration that the defendant was not entitled to use the covered gateway otherwise than in exercise of a right of way. The acts complained of by the plaintiff were fixing a transparency over the gateway, lighted by gas lights, and leaning against the plaintiff's house and advertising the objects of the Salvation Army, and the placing of a book stand at the entrance of the gateway where books and tracts were sold; and in short the converting the gateway into a room and using it as a room or shop and not as a passage way, but as if it was his own. Kekewich, J., held that the defendant was entitled so to use the gateway, and on appeal to the Court of Appeal (Cotton, Lindley, and Lopes, L.JJ.), on the defendant's counsel undertaking that the screws, whereby the transparency objected to was fixed to the plaintiff's house, should be removed, affirmed the decision of Kekewich, J., that under the conveyance to Wimbush the absolute ownership of the gateway passed, and that the defendant, as his lessee, was within his rights in his mode of using it, notwithstanding that beneath the gateway was a vault, and above it a part of the house which had not been conveyed.

DONATIO MORTIS CAUSA—BANKERS' DEPOSIT NOTE—CHEQUE INDORSED ON DEPOSIT NOTE.

*In re Dillon Duffin* v. *Duffin*, 44 Chy.D., 76, the law of *donatio mortis causa* was in question. The subject of the gift in this case was a bankers' deposit receipt, on which was indorsed a cheque for the amount of the receipt which the deceased filled up, payable to "self or bearer," signed and handed to the donee, and telling her that he was going to give it her conditionally, and that it was to be given back if he recovered, but if not "you are all right." The authorities were not clear that a deposit receipt might be the subject of a *donatio mortis causa*; and *In re Mead*, 15 Chy.D., 657, it was claimed, had decided that a cheque could not be the subject of a *donatio mortis causa* because it was revoked by the death of the drawer. A point was also made that the donee's evidence was uncorroborated. The Court of Appeal (Cotton, Lindley, and Lopes, L.JJ.) were of opinion that, on principle, a deposit receipt might be the subject of a *donatio mortis causa*, and that that was substantially what was intended to be given by the deceased, and that the fact that a cheque was indorsed on it did not prejudice the gift, but that the