pality, and there being no bank inthe county within a distance of thirty-five miles. *Held*, that under these circumstances the defendant was not liable to make good to the county the amount of loss sustained by the accidental burning of his house, and the destruction therein of moneys of the municipality.

The Chancellor.] [Sept 3.

SILLS v. BICKFORD.

Wharfinger—Lien for Wharfage.

It is not necessary that the proprietor of a wharf or quay upon navigable waters, used for the loading and unloading of vessels, should have a warehouse or shed or other convenience for the storage of goods and protection thereof from the weather ; and as such wharfinger he is entitled to a lien on goods, for money due to him for wharfage.

Proudfoot, V. C.] [Sept. 4.

FRASER v. GUNN.

Dower—Agreement to divide rent.

The rule of law is that if a woman accepts an assignment of dower against right she will be bound by it ; but where the heir-at-law and widow agree to lease the realty and pay the widow one-third of the rent reserved in lieu of dower, which was carried out by their executing a lease of the premises, and the subsequent payment to her of her agreed proportion of the rents during the continuation of the lease,

Held, That the right subsequently to claim dower was not barred by the Statute of Limitations.

Proudfoot, V. C.] [Sept. 4.

MOFFAT v. SCHOOL TRUSTEES.

School trustees—Change of school site—Specific performance.

Where the Board of Education formed by the Union of High School and Public School Trustees contracted for the purchase of land from the plaintiff for the purpose of changing the place of the school.

Held, That the plaintiff was entitled to call for a specific performance of the agreement for purchase, although no by-law of the Council authorizing the purchase had been made, nor had the Lieutenant-Governor in Council approved of the change, and although proceedings had been instituted by a ratepayer to restrain the change of site.

Proudfoot, V. C.] [Sept. 4.

RE YARMOUTH.

Welsh mortgage—Statute of Limitations.

A conveyance was made by way of security declaring that the mortgagee should retain possession until the sum of $75 was paid.

Held, that the title of the mortgagee did not become absolute under the Statute of Limitations, the conveyance in effect amounting to a Welsh mortgage under which the possession of the mortgagee gives no title under the statute ; every receipt of rent or every year's occupation of the premises being a receipt of interest under the mortgage, the right of redemption is thus kept alive.

Blake, V. C.] [Sept. 11

MCINTOSH v. BESSEY.

Will—Construction of—Extrinsic evidence—Latent ambiguity.

A testatrix devised certain parts of her estate to her "daughter." In fact the testatrix at the time of making her will had two daughters, one of whom had some years before married against the will of her mother, and with whom, in consequence, she had ever since ceased to have any social intercourse. Under these circumstances the Court admitted parol evidence to prove that the unmarried daughter, who had continued to maintain friendly relations with the mother, was the party intended to be benefited by the testatrix.

Blake, V. C.] [Sept. 19.

WHITE v. LANCASHIRE INSURANCE COMPANY.

Insurance agent—Liability of company.

An insurance agent cannot, without the express sanction of his principals, grant an insurance in his own favour binding on the company ; and the same principle prevails in the case of a second insurance, although the prior policy had been granted with the express sanction of the company.