

these circumstances, he executed an assignment of his interest in the land to A. Subsequently, M. executed a quit claim deed of the lands to B. B. registered first. B. had notice that A. had been negotiating for the purchase of the land, and that there had been a verbal arrangement for a transfer to A. He asked M. if he had given any written agreement to A, but did not enquire of A. himself.

Held, that there was not sufficient proof of actual notice to defeat B.'s prior registration.

Held, also, that in order to bring abstinence from enquiry within the category of actual notice, there must be wilful abstinence and fraudulent determination not to be informed. *Stark v. Stephenson*, 381.

RESCINDING RULE.

See PRACTICE, 9.

REVIVOR OF JUDGMENT.

See CERTIFICATE OF JUDGMENT.

ROAD ALLOWANCE.

By-law to sell road allowance—Statutory notices—Quashing by-law.

See MUNICIPALITY.

SALE OF GOODS.

See PRINCIPAL AND AGENT—CONTRACT, 1.

SALE OF LAND.

See VENDOR AND PURCHASER—EVIDENCE, 1.

SCHOOLS.

See CONSTITUTIONAL LAW, 1.

SECURITY FOR COSTS.

See COSTS AND SECURITY FOR COSTS.

SEDUCTION.

What constitutes relation of master and servant.] — The plaintiff sued the defendant for the seduction of her daughter, a girl fourteen years of age. At the time the seduction took place, the girl was living as a domestic servant at the defendant's house, under the following circumstances: The plaintiff made a contract with the defendant, in the daughter's presence, that the daughter should enter his service for \$8 a month. The wages were to be paid to the mother.

For the plaintiff it was contended that the defendant's contract was with the mother, that the daughter remained all the time in the service of the mother, and did her work as the servant of the mother under the mother's contract with defendant. The jury found a verdict for plaintiff. On a motion for a non-suit,

Held, that under such circumstances the only proper inference was, that the girl was to serve the defendant alone, as her master in the ordinary way, and there was not sufficient evidence to warrant the jury in finding that any but the ordinary relations of master and servant existed between the girl and the defendant, or that the girl remained the servant of the mother, and was to do her work in that capacity.