uit for the value of the services rendered by her; but she did not render these services gratuitously and has already received the precise wage stipulated for even before the giving of the farm was ever mentioned. The amount paid was, according to the evidence, a fair wage for a woman occupying the position of housekeeper upon a farm, and I fail to find that any services were rendered going beyond the scope of the original employment; so that if the plaintiff is entitled to recover upon a *quantum meruit* there is nothing coming to her beyond what she has already received.

With reference to the claim for the horse and buggy and cow, the case appears to me to be governed by the decision in *Cochrane* v. *Moore*, 25 Q. B. D. 57. The gift fails because there was not a change of possession.

Then with reference to the $200 note; I think the plaintiff also fails as to this. No doubt there was a $200 note at one time. The note is not produced. The plaintiff admits that at one time it was with Fletcher's papers. Her whole account as to it is full of contradiction and discrepancies. The daughter-in-law and her husband give clear evidence of payment. Such discrepancies as exist between the stories of these two witnesses shew conclusively that there was no collusion between them.

I think the action throughout fails, but the case is not one in which costs should be awarded.

In view of the relations which evidently existed between the plaintiff and the late Mr. Fletcher, I think those interested in the estate ought to be content to voluntarily make her some allowance. The wages paid were small, the services rendered appear to have been very satisfactory, and the intention to confer some benefit no doubt existed. Why that intention was not given effect to by a will is not plain; and I would suggest to the parties the wisdom of making some arrangement upon the lines indicated, as a compromise and settlement of this litigation.