

representation that she would thereby be able to repay the plaintiff a debt she owed her, and that she would be responsible for any loss the plaintiff might sustain through such speculation. Having made that bargain, Mrs. Kingscote telegraphed the plaintiff that she had bought the shares, and on the faith of the telegram the plaintiff sent Mrs. Kingscote £2,000. The shares were not in fact purchased, and Mrs. Kingscote misappropriated the money. Before Byrne, J., the case was argued on the assumption that the case was one affected by the Married Women's Property Act, 1882, but on the appeal it was contended that the effect of the Married Women's Property Act, 1882, was to relieve a husband from liability for his wife's torts, committed after marriage, and s. 1, sub-s. 2, of that Act was relied on (see R.S.O. c. 163, s. 3, sub-s. 2), and the appellants contended that *Seroka v. Kattenburg* (1886) 17 Q.B.D. 177 was wrong and should be overruled, but the Court of Appeal held that the words "need not be joined" in that subsection do not mean that the husband cannot be joined, but only that he need not be joined where a plaintiff is seeking to obtain satisfaction out of a wife's separate estate alone. Section 14 of the English Act, we may point out, deals only with torts committed by a wife before marriage, whereas the as section adapted in the R.S.O. c. 163, s. 17, extends to "wrongs committed by her after marriage," and this difference in the Ontario statute would possibly be found to render this decision, as to a husband's liability for his wife's tort committed after marriage, inapplicable in Ontario. There is, however, this to be noted, that although the Ontario Act says affirmatively that the husband is to be liable for his wife's torts committed after marriage to the extent of all property belonging to his wife which he shall have acquired or become entitled to, from or through his wife, subject to specified deductions, it does not negatively declare that he is not to be also personally liable. It is possible that this may be deemed to be implied, but in view of the present case that point cannot be said to be free from doubt.

VENDOR AND PURCHASER—QUESTIONS ARISING OUT OF CONTRACT—VENDOR AND PURCHASER ACT, 1874 (37 & 38 VICT., c. 78), s. 9—(R.S.O. c. 134, s. 4).

In re Hughes & Ashley (1900) 2 Ch. 595, an application was made to Kekewich, J., under the Vendor and Purchaser Act, 1874 (37 & 38 Vict., c. 78) s. 9, (R.S.O. c. 135, s. 4), to determine a point