Boyd, C.] [Dec. 14.

SLATER v. MOSGROVE.

Statute of Limitations—Payment on account.

A promissory note made by the purchaser, and indorsed by his son, was given as security for the payment of land sold to the defendant. A payment had been made by the indorser of the note.

Held, that such payment was properly applicable to reduce the amount remaining due upon the purchase money, and was sufficient to prevent the running of the statute.

Gormully and *Christie*, for plaintiff.

O'Gara, Q. C., for defendant.

Boyd, C.] [Dec. 14.

NATIONAL INSURANCE CO. v. EGLESON.

Partnership—Stock, Subscription for—Notice of calls.

The defendants, as partners, had been appointed agents of the plaintiffs, on the understanding and condition that they should acquire and continue the holders of 200 shares of the Capital stock of the Co. In pursuance of this arrangement, they were entered in the stock register of the Co. for that No. of shares, under the partnership name of "Egleson & Cluff;" and 200 shares of the original stock were allotted to them and the usual certificate sent. They did not, however, formally subscribe for the stock. A draft upon the firm for the prior call was accepted and paid, as arranged with the defendant C. Subsequently E. wrote the plaintiffs that he was about retiring from the firm, and desiring to be informed as to the position of the "stock subscribed for by them;" signing the letter "I. Egleson, senior partner," &c.

Held, in an action for calls, that the defendants were liable and could not be heard to say that they had not subscribed for the stock.

The notice of two calls, one payable on the 27th of July, the other on the 27th of August, was mailed on the 27th of June, addressed to the firm at Ottawa. which was received by C; there was not any affirmative evidence that it was not communicated by him to E.

Held, that such notice was insufficient, as "not less than 30 days notice" was required; and therefore the mailing of a notice on the 27th of June, requiring a call to be paid on the 27th of July, was not in time:—otherwise the notice was sufficiently established.

Boyd, C. J.] [Dec. 14.

MERCHANTS' BANK v. BELL.

Estate of married woman—Promissory note—Liability of estate of married woman—Notice of dishonour—Sufficiency of notice.

The rule of the Court is that it will not restrain a married woman from dealing with her separate estate pending suit; still if she die seized thereof, the Court will administer her estate for the satisfaction of her debts.

Held, therefore, that the estate of a married woman deceased in the hands of her infant heirs was liable to the payment of a note on which she was indorser

The indorser—a married woman—died intestate during the currency of the note, and notice of protest was sent to "James Bell, executor of the last will and testament of M. A. Bell Perth," and received by the husband, who resided with his children in the house which his decease wife had occupied. No letters of administration had been granted.

Held, that the notice was sufficient, and the interest of the husband as tenant by the courtesy was directed to be exhausted, before resorting to the estate of the children in remainder. The costs of the infant defendants were to be added to the plaintiffs' claim, and paid out of the estate if not realized against the husband.

Proudfoot, J.] [Dec. 21

HAWKINS v. MAHAFFY.

Riparian proprietor—Reservation in grant from the Crown—Easement.

The Crown, in granting a lot situate on the bank of a river, reserved free access thereto for all persons, vessels, &c. There was a quantity of stone on the lot, which the plaintiff desired to quarry, but was prevented by the penning back of the water of the river by the defendant, the owner of a mill thereon below the plaintiff's land.