

extend to goods wholly manufactured on premises other than those described in the mortgage, and if it could the description was not sufficient, within the meaning of the Bills of Sale Act, (R.S.O., 1887, ch. 125) to cover machines so manufactured.

The Supreme Court will not interfere on appeal with an order made by a provincial court granting leave to amend the pleadings, such order being a matter of procedure within the discretion of the Court below.

A purchaser of goods from the maker of a chattel mortgage in consideration of the discharge of a pre-existing debt, is a purchaser for valuable consideration within sec. 5 of the Bills of Sale Act.

Appeal dismissed with costs.

*McEvoy*, for the appellant.

*Gibbons*, Q.C., for the respondents.

North-West Territories.]

[June 6.

CONGER *v.* KENNEDY.

*Constitutional law—Marital rights—Married woman—Separate estate—Jurisdiction of N. W. Territorial Legislature—Statute—Interpretation of—R.S.C. ch. 50—N.W.T. Ord. No. 16 of 1889.*

The provisions of Ordinance No. 16 of 1889, respecting the personal property of married women, are *intra vires* of the Legislature of the North-West Territories of Canada, as being legislation within the definition of property and civil rights, a subject upon which the Lieutenant-Governor in Council was authorized to legislate by the Order of the Governor-General in Council passed under the provisions of the North-West Territories Act, R.S.C. ch. 50. The provisions of said Ordinance No. 16 are not inconsistent with secs. 36 to 40 inclusively of the North-West Territories Act.

The words "her personal property" used in the said Ordinance No. 16, are unconfined by any context, and must be interpreted as having reference to all the personal property belonging to a woman, married subsequently to the Ordinance, as well as to all the personal property acquired since then by women married before it was enacted.

*Brittlebank v. Grey-Jones*, 5 Man. L.R. 33, distinguished.

Appeal allowed with costs.

*Hogg*, Q.C., for the appellant.

*Taylor*, Q.C., for the respondent.

## Province of Ontario.

COURT OF APPEAL.

Practice.]

[May 12.

CLARKSON *v.* DWAN.

*Summary judgment—Writ of summons—Special indorsement—Interest—Promissory notes—Amendment.*

The indorsement of a writ of summons by which sums were claimed for interest upon promissory notes largely in excess of anything which could possibly be due except by virtue of some special contract, which was not alleged.