

Chan. Ch.]

NOTES OF CASES.

[Chan. Ch.]

defendants pleaded a deed of composition and discharge in insolvency, to which the plaintiff replied that the claim was privileged.

Held, on demurrer, replication good, as it did not appear that the plaintiff ever gave any express consent to the discharge of the defendants, and was not therefore bound by it.

Mulock, for demurrer.

G. Kerr, *contra*.

CHANCERY CHAMBERS.

GODFREY v. HARRISON.

Referee.]

[March 3.]

Where a married woman married before the passing of 35 Vict. c. 16 (2nd March, 1872) files a bill in respect of property, whether acquired before or after that date, she is required to sue by a next friend.

Shelley v. Gering, 8 Pr. Rep. 35, explained.

RICHARDSON v. RICHARDSON.

Proudfoot, V. C.]

[17th Feb. 1879.]

Spragge, C.]

[10th March, 1880.]

Pending an alimony suit and before decree, a writ of *ne exeat provincia* was issued against the defendant. Two parties were joined as sureties on the bond, which was the usual statutory one, and \$450, the sum at which the defendant was held to bail, paid to the sheriff by one of the sureties as collateral security. The defendant was surrendered to the sheriff, and then applied for his discharge, which was granted, but so as not to prejudice the liabilities of the sureties. The sureties now applied for their discharge, and that the sum of \$450 be repaid.

Held by PROUDFOOT, V. C., that, under the state of the authorities, no order should be made for the discharge of the sureties, and that the \$450 should not be repaid to the surety who paid it, as the other surety only signed the bond on the condition of that deposit.

The plaintiff afterwards applied for pay-

ment to her of the \$450 in the sheriff's hands, on account of arrears of alimony.

Held by SPRAGGE, C., that where a party is entitled to an assignment of the bond and to realize it for his own benefit, his rights will be the same in regard to money deposited, and that plaintiff is entitled to have money paid into Court and applied as asked for. Costs against the surety who had paid the \$450 to the sheriff.

Spragge, C.]

[March 10.]

FRASER v. LUNN.

Vendor and purchaser.

At a sale on the 25th March, 1879, under a decree, Wesley Abel purchased the land in question.

On the 19th April, 1879, he transferred his interest to Peter Wood, and on the 26th April Robert Hunter purchased and took an assignment of the dower of one Barbara Stewart in the land.

On the 16th February, 1880, Abel applied to the Court to be relieved from the contract to purchase on the ground of the outstanding dower.

Held, assuming the evidence of the application to show that Barbara Stewart had agreed with the heir at law of the vendor to accept a gross sum in lieu of her dower; that Wood really purchased her dower but took the assent in Hunter's name, and that this application, though in Abel's name, was really made by Wood—that no relief could be granted, the applicant having himself created the obstacles by means of which he sought to prevent the sale being carried out.

He who comes into equity must come with clean hands.

Robertson, Q. C., for applicant.

Teetzel, *contra*.

Blake, V. C.]

[May 3.]

RE HEYWOOD.

Infant—Maintenance—Guardian.

In 1875, Margaret H., the mother of certain infants herein, died, directing by her will that her property should vest in trustees, who should invest same and pay the interest to the guardian named in the will or