

HODGINS, J.A., reading the judgment of the Court, said that a perusal of the evidence left no doubt in his mind that the learned trial Judge's conclusion was entirely right. He found that no agency existed or was contemplated either by the respondent or by her husband, James Harty, and that the appellants, when the contract for building the warehouse was made, had in mind dealing with James Harty as principal, and that notwithstanding that they knew from the beginning that these lands belonged, not to him, but to his wife.

When the appellants thought of collecting the account, charged all along in his bills to James Harty, they added at the head of the account the additional name "Margaret Harty," and then sought to find reasons why she should be made liable.

As urged before this Court, these were: (1) her ownership of the land; (2) the knowledge that her husband was, with her consent, building on it; and (3) that she had, after the warehouse was finished, given a mortgage to a creditor of her husband, covering part of the cost of its erection.

Nothing to support ratification or estoppel can be derived from numbers 1 and 2. She had given permission for her husband to build himself a warehouse on her land, on the express condition that it was not in any way to be involved in liability.

This she never departed from, nor in any single instance did she ever ratify any act of his by which he had professed to represent her. She was not estopped from denying that she ratified; and so the sole remaining question was, whether, by paying or securing a debt, part of which was contracted for the building, to some other individual, she had done anything that the appellants could benefit by.

To state the question thus was to answer it. Ratification in one independent, isolated, though similar, transaction, cannot enure to the benefit of a party not concerned in it. But here there was no ratification of agency, even in regard to the debt she paid. It was not her debt, and did not purport to be hers. It was her husband's, and she paid it, for reasons of her own; so that did not assist the appellants.

*Appeal dismissed with costs.*