The Chancellor.] [September 15.

GRIFFIN v. PATTERSON.

Married woman—Separate estate—Liability for goods furnished.

A married woman, married before 1859, possessed of property in her own right, conveyed to her in 1874, who was residing with her husband and children, was in the habit of obtaining on credit goods for the use of the family—some by herself, some by her children, none by the husband—and which it was shown were charged in an account headed in her name.

Held, not sufficient to raise an implied *assumpsit* by her to pay for the same; and in the absence of any express promise by her to pay for such goods, the seller was not entitled to recover their value against her.

THE ATLANTIC AND PACIFIC TELEGRAPH CO. v. THE DOMINION TELEGRAPH CO.

Pleading—Demurrer—Parties.

The rule of equity is, that if any person not made a party to the suit, be a necessary party in respect of any part of the relief prayed by the bill, it is ground of demurrer; where, therefore, a bill was filed against the Dominion Telegraph Company seeking to restrain that company from carrying out an agreement for the transfer of telegraphic messages to the American Union Telegraph Company, on the ground that such agreement was in contravention of an agreement previously entered into between plaintiffs' and defendants' companies for mutual exclusive connections and exchange of telegraphic business, without making the American Union Company a party: a demurrer for want of parties on that account was allowed with costs.

CAMPBELL v. ROBINSON.

Mortgagor and mortgagee—Assignee of equity of redemption—Principal and surety—Covenant in mortgage.

When a mortgagor, who has covenanted for payment of the mortgage debt, sells his equity of redemption subject to such mortgage, he becomes surety of the purchaser for the payment of such debt, and if the same is allowed to run into default he will be entitled to call upon his assignee to pay such debt.

G., the owner of real estate executed a mortgage to the plaintiff, and subsequently created a second mortgage in favour of one H., which he transferred to the plaintiff. Afterwards G. mortgaged the same lands to R. and D., and subsebuently assigned the equity of redemption to them, in which assignment the mortgage to the plaintiff and that to R. and D. were recited, but the intermediate one to H. was not, though the amount stated as due to the plaintiff was about the sum secured by both mortgages held by him. Default having been made, a bill was filed against G. upon his covenants and against his assignees R. and D., as the owners of the equity of redemption and entitled to redeem.

Held, that under these circumstances G. having claimed such relief by his answer, was entitled as against his co-defendants to an order for them to pay such sum as might be found due the plaintiff under his securities, and the suit having been rendered necessary by reason of the default of R. and D. in not paying the plaintiff, they were also bound to pay G. his costs of the suit.

COMMON LAW CHAMBERS.

Osler, J.] [June.

IN RE DEAN v. CHAMBERLIN.

Rule nisi — Enlargement — Lapse—Mandamus.

Where a rule *nisi* in a County Court was ordered by the Judge to stand over until the next term:

Held, that it was not necessary to take out a rule to enlarge the rule *nisi* to prevent it from lapsing.

Held, that where a County Court Judge improperly refuses to hear the argument of a rule *nisi*, *mandamus* is the proper remedy.

Watson, for plaintiff.

J. K. Kerr, Q. C., for defendant.