

defendant alone, and claiming a declaration that the shares were held in trust as to one moiety for the plaintiff, and for an injunction to restrain her dealing with them. In answer to the motion for an injunction, the female defendant filed an affidavit stating that the shares had never in fact been purchased, and the plaintiff thereupon joined the husband and claimed, in the alternative, damages against him for his wife's fraud. It was agreed that the question was to be settled by common law, and was not affected by the English Married Woman's Property Act, and the principal question discussed was whether or not the case was within the exception which at law exonerates both a wife and her husband from liability, where the tort complained of is one directly connected with a contract with the wife, and is the means of effecting it, and parcel of the same transaction. This exception arises from the fact that a married woman is not, nor is her husband, liable upon her contracts, and in order effectually to prevent her being made indirectly so liable, under colour of a wrong: *Byrne, J.*, who tried the action, came to the conclusion that the case was not within the exception, on the ground that the contract was complete before the fraud was committed, and the fraud was therefore not the means of effecting, or bringing about the contract, and he gave judgment against the husband for the amount claimed. In Ontario a husband's liability for his wife's tort is in any case (where the marriage has taken place on or after 1st July, 1884) limited to the property of the wife received by him, less any payments in respect of contracts or torts of the wife: see R.S.O. c. 163, s. 17; but as to marriages before that date the husband's liability continues as at common law, and it would be only in that class of cases that the present decision would be applicable.

**STOCKBROKER — DEATH OF PRINCIPAL — CONTINUING ACCOUNT BY BROKER,
AFTER PRINCIPAL'S DEATH.**

In re Overweg, Haas v. Durant (1900) 1 Ch. 209, the facts were simple: The plaintiff was a stockbroker who had been employed by one Overweg, and had on 9th March, 1898, on Overweg's instructions, carried over for him, according to the rules of the Stock Exchange, a large number of shares, to be paid for on the 30th of that month. On 24th March, 1898, Overweg died, and the plaintiff was informed of the fact on the following day, and he then endeavoured to obtain instructions from Overweg's