man," etc.; and that an incorporated company or person operating street cars on Sunday was not within the prohibition of the enactment. Rose, J., was also of opinion that, if the enactment did apply to the defendants, they were within the exception as to "conveying travellers," following *Reg.* v. *Daggett*, 1 O. R. 537, in preference to *Reg.* v. *Tinning*, 11 U. C. R. 636. He found further, that by carrying persons who were not travellers defendants were not creating or continuing a nuisance. The appellants contended for a wider construction of the Statute, and that the defendants were not within the exception as to conveying travellers. All the members of the Court agreed that the defendant corporation was not included in the words of the Statute, and therefore the appellants could not succeed. Burton, J.A., disagreed with the trial Judge as to the exception in the Statute regarding *Reg.* v. *Tinning* as well decided. The appeal was dismissed with costs. Moss, Q.C., and A. E. O'Meara, for appellants. E. Martin, Q.C., for defendants.

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SMALL v. THOMPSON.

Married woman—Separate estate—Purchase of land subject to mortgage—Deed taken to defendant without her knowledge or consent—Defendant not the real purchaser, not liable.

Judgment on appeal by defendant Mary C. Thompson from judgment of Armour, C.J., directing judgment to be entered against her for $4,891.96, to be paid out of her separate property. The plaintiff executed a mortgage of land, and then sold her equity to one Sinclair, who covenanted to pay the mortgage. Sinclair sold to defendant, and assigned to plaintiff the benefit of defendant's covenant made at the time of sale. Defendant contended that her separate estate was not liable because her husband was the real purchaser, and the conveyance was taken in her name without her knowledge. The Court held that the action was not maintainable. Appeal allowed with costs, and action dismissed with costs. Aylesworth, Q.C., for appellant. E. D. Armour, Q.C., for plaintiff.

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TRUSTS CORPORATION OF ONTARIO v. RIDER.

Assignment of book debts by word of mouth—Words, if in writing, would have constituted a valid assignment — Assignments of chose in action held good—Sec. 7 R. S. O. c. 122.

Judgment on appeal by plaintiffs from judgment of Falconbridge, J. (27 O. R. 593), in favour of defendant upon a special case submitted to the Court. The plaintiffs were the administrators of the estate of F. J. Rosar, who died in December, 1895. The deceased was indebted to defendant, and from time to time handed him bills of account, representing certain book debts, with the purpose and intent of assigning them to the defendant as security. The words used on such occasions would, if in writing, have constituted a valid legal assignment. The defendant gave notice to the different debtors that the debts had been assigned to him. The Court below gave judgment for defendant, declaring him entitled to the book debts in question by virtue of the assignments, holding that they were good assignments of chose in action under s. 7 of the Mercantile Amendment