

effect notwithstanding that the mortgage or incumbrance is not noted upon the transfer. Plaintiff sold, subject to a mortgage, to L. & V.; L. & V. gave a mortgage back for the whole price, the understanding being that L. & V. should pay the first mortgage, the amount thereof being credited in reduction of the second; L. & V. sold to T. for a certain sum and T. was to pay what was then owing on the two mortgages; T. sold to S. for a certain sum, and S. was to pay what was then owing on the two mortgages. S. thus became by mesne transfers the registered owner subject to the two mortgages, the first made by the plaintiff, the second by L. & V.; S. died and the contesting defendants, his administrators, became by transmission, registered owners, subject to the two mortgages. L. died, and V. assigned to the plaintiff the rights of L. & V. on T.'s implied covenant to discharge two mortgages. T. also assigned to the plaintiff his rights on S.'s implied covenant to discharge the two mortgages:—Held, plaintiff was entitled to an order against the contesting defendants, the administrators of S., that they pay the balance owing upon the two mortgages with costs, and that de bonis propriis if the assets of the estate proved insufficient. *Semble*, the assignment from V., the survivor of L. & V., conveyed the rights also of the representatives of L. (*Glenn v. Scott et al.* (Richardson, J., 1898), p. 339.

See EXECUTION — CREDITORS RELIEF ORDINANCE.

LANDLORD AND TENANT.

Landlord and Tenant—Surrender of Case—Sub-tenant—Liability of Tenant for Rent—Amendment.—Where a tenant by arrangement with his landlord secured another occupant for the premises, but was given to understand at the time that he would still be liable for the rent:—Held, that this did not amount to a surrender of the lease. In order to constitute a surrender it must be shown that the incoming tenant has been expressly received and accepted by the landlord as his lessee in the place and stead of the original lessee by the mutual agreement of the parties:—Held, also, that the fact that the landlord at the request of the tenant has issued a distress warrant against the sub-tenant is not sufficient to constitute a surrender by operation of law.

An amendment allowed so as to include a claim for additional rent which fell due after the commencement of the action. (*Loughheed v. Tarrant et al.* (Rouleau, J., 1893), p. 1.

LIEN NOTE.

See CONDITIONAL SALES.

LIQUOR LICENSES.

See CONVICTION.

MARRIAGE.

See MARRIED WOMAN'S PROPERTY.

MARRIED WOMAN'S PROPERTY.

Marriage — Domicile — Married Women's Property Ordinance, N. W. T. Act—Construction of Statutes—Ultra Vires.—Whether a husband and his wife are living together or apart, her domicile in legal contemplation follows his. Where, therefore, a man domiciled in the Territories married in Ontario a woman domiciled there, and thereafter they resided in the Territories, it was held that as to furniture belonging to the wife brought by her to the Territories, the question whether it passed to the husband *jure mariti* or was the wife's separate property depended upon the law of the Territories. Ordinance No. 16 of 1889, enacted: A married woman shall, in respect of her personal property, have all the rights and be subject to all the liabilities of a feme sole, and may alienate and by will or otherwise deal with personal property as if she were unmarried:—Held (Wetmore, J., dissenting), affirming the judgment of Rouleau, J., that this Ordinance referred only to such property of a married woman as was covered by the provisions of the N. W. T. Act, R. S. C. (1886), c. 50, ss. 36-40 (Reserved on appeal to the S. C. C. 26 S. C. R. 397). Per Wetmore, J.: The Court held in *Re Claxton*, 1 Terr. L. R. 282, that a provision in an ordinance accepting as a homestead 160 acres of land, without limit as to value, was *ultra vires* of the Legislative Assembly on the ground