PAQUETTE (plaintiff below), appellant; and GUERTIN et vir (defendants below), respondents.

Wife séparée de biens—Liability as to goods sold to her husband.

DORION, C. J. The female respondent was sued as *separée de biens* and as the keeper of an inn, for $192.55 for goods sold and delivered. The plea was that it was the female respondent's husband who purchased the goods, and that the wife never authorized the purchases. The goods were charged to the husband. The court would follow the rule laid down in *Hudon & Marceau*, recently decided by this court, (23 L. C. J. 45), that where the goods are charged by the seller to the husband, and credit is given to him, his wife separated as to property will not be held liable. It must be clearly proved that the wife in her own name bought and obtained credit, in order to make her liable. The judgment dismissing the action must, therefore, be confirmed.

Duhamel, Pagnuelo & Rainville for appellant.

R. DesRivières for respondent.

WILSON (*mis en cause* in the Court below), appellant, and RAFTER (plaintiff below), respondent.

Saisie-gagerie par droit de suite—Service on mis en cause.

The case came up on an appeal from a judgment overruling an exception to the form filed by the appellant, and maintaining the action of respondent, *saisie-gagerie par droit de suite*, for arrears of rent. The appellant was made *mis en cause* under Art. 873 C. P., he being the occupant of the premises to which a portion of the effects seized had been removed. The appellant filed an exception *à la forme*, objecting that he was described by his initials only, "A. A. Wilson;" and that he was not mentioned in the declaration at all.

Respondent answered on the first point, that Wilson signed the *procès verbal* of seizure by the name of A. A. Wilson; and as to service, the respondent contended that no service of either the writ or declaration was required by law, in so far as the *mis en cause* was concerned, because he was not "the new iessor," who alone under 873 C. P. is entitled to service. Here the *mis en cause* claimed to have purchased the goods from the defendant, and his name and addition were set forth in the writ though not mentioned in the declaration.

MONK, J. The Court saw no reason to disturb the judgment overruling the exception, and it would be confirmed.

Longpré & Dugas for appellant.

J. J. Curran, Q. C., for respondent.

MCARTHUR et al. (defendants below), appellants; and MULHOLLAND es qual. (plaintiff below), respondent.

Insolvent Act, s. 134—Recovery of monies paid by insolvent within thirty days before assignment.

DORION, C. J. The appeal was from a judgment maintaining an action brought by the respondent, as assignee of the insolvent firm of A. J. Cleghorn & Co., to recover for the benefit of the creditors, a sum of $149.86. The plaintiff relied upon Sect. 134 of the Insolvent Act of 1875, which provides that every payment made within thirty days before a demand of assignment, by a debtor unable to meet his engagements in full, to a person knowing such inability or having probable cause for believing the same to exist, shall be void, and the amount paid may be recovered back by suit, for the benefit of the estate. The only conditions imposed by this section were, first, inability by the debtor to meet his engagements; and, secondly, knowledge by the creditor of this fact. The Court below held these facts to be established, and maintained the action. From that judgment an appeal had been instituted, and it was contended that the payment had been made without fraud, and therefore could not be set aside. The Court here was of opinion that the judgment below adjudicated rightly upon the question raised. It was the policy of the law that the whole estate should be divided equally between the creditors, and, therefore, money paid to a person who had reason to doubt the solvency of his debtor, within thirty days before assignment, was to be brought back. A great many authorities had been cited under the English statute, but that did not contain the same clause as ours. In Ontario, there had been decisions in accordance with the ruling in this