

1876, and the husband died in 1896. On his death the bond was found among his papers. No interest or principal was ever paid on the bond. The trustees of the settlement claimed to prove as creditors of the husband's estate for the amount advanced, with interest thereon from the date of the husband's death. Byrne, J., allowed the claim, and the Court of Appeal held that he was right in so doing. The representatives of the deceased husband contended that the bond being in a penal sum, and not providing for payment of interest, no interest was payable, or if payable, was payable by way of damages; and also that the bond was barred under the Statute of Limitations (3 & 4 Wm. 4, c. 42) s. 5 (see R.S.O. c. 72, s. 1); and that the fact that it was found among the husband's papers afforded a presumption of payment; but none of these contentions were held entitled to prevail. The Court of Appeal say that the statute 4 & 5 Anne, c. 16 merely recognized and confirmed the doctrine of equity that bonds given as security for money are to be deemed securities for the money advanced and interest thereon not merely to the day fixed for payment, but to the date of actual payment of the principal, and that under the statute interest, though not authorized, is payable as interest, and not as damages. The Court of Appeal fully approved of the conclusion of Byrne, J., that as the hand to pay and receive the interest, down to the husband's death, was the same, the Statute of Limitations was no bar; and also held that the husband having notice of the trust on which the trustees held the fund, when he accepted the loan he became an express trustee, and on that ground also, neither he nor his representatives were in a position to set up the Statute of Limitations.

HUSBAND AND WIFE—TORT OF WIFE AND LIABILITY OF HUSBAND—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT., c. 75), s. 1, SUB-S. 2, s. 14; (R.S.O. c. 163, s. 3, SUB-S. 2, s. 17).

In *Earle v. Kingscote* (1900) 2 Ch. 585, the Court of Appeal (Lord Alverstone, M.R., and Rigby and Collins, L.JJ.) affirmed the judgment of Byrne, J. (1900) 1 Ch. 203, (noted ante, vol. 36, p. 221.) It may be remembered that the action was brought against a husband and wife to recover damages for a loss sustained by the plaintiff in consequence of the fraud of the wife, under the following circumstances: The plaintiff and Mrs. Kingscote entered into a contract for a joint speculation in shares, upon Mrs. Kingscote's