

It appears to me, however, that letters of administration will have to be taken out in order to insure a good title to the purchaser. That can be done by or for the infant complainant, and the estate administered in this Court, the Master giving the usual notice to creditors.

Leave to apply further.

PRINCE EDWARD ISLAND.

SUPREME COURT.

JUNE 29TH, 1909.

MOONEY v. McDONALD.

Husband and Wife—Lease of Husband's Property made by Wife—Action by Wife for Rent—Amendment on Trial by Joining Husband as Plaintiff—Jurisdiction to make Amendment—Practice.

A. J. B. Mellish, for plaintiff.

G. Gaudet, for defendant.

The judgment of the Court was delivered by

FITZGERALD, J.:—This suit was tried before me last Hilary Term. It was brought to recover the rent of a dwelling house and premises under a written agreement to "rent the house" signed by the parties plaintiff and defendant, and for goods sold and delivered.

It appeared from the plaintiff's evidence on the trial, that the property both real and personal belonged solely to her husband, then living.

I refused a nonsuit and allowed the plaintiff to amend (hoping to save expense to the woman plaintiff), and I let the case go to the jury, on the understanding that if the defendant was prejudiced in his defence by such amendment I would postpone the hearing.

A verdict was found for the plaintiff for \$56.60, and leave reserved to the defendant to move the Court above for a nonsuit.

The plaintiff elected to amend by adding the name of her husband as plaintiff.