

marital rights,
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ent. Archi-
21.

real estate
died trust —
and for bene-
e—Wife en-
gnee. Smith

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nd — Seizure
and—Farming
— Status of

ian's Property
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the claimant,
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evidence that
farming open-

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or husband in
farm, and he

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Held, that as

Property Act
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516, 9 W. L.

Renunciation by
—Public policy.]

usband and wife
himself out of

the children of
of the law, *Barrett v. Bar-*

R. 274.

ption.] — Not-
C., the prescrip-

0, 2267, C. C.),
a debt between

L'Hopital Gén-
C. 159.

th release—Hus-
—Alimony—Re-

wife has been liv-
years, and who

has released and
dms for alimony

entitled, under s.
to an order dis-

se of his wife to
be, for, although

aiming, she can-
art "under such

circumstances as by law disentitle her to
alimony." *Re Tolhurst*, 12 O. L. R. 45, 7
O. W. R. 780.

Dower — Judgment recovered before mar-
riage.] — This was an action to recover

dower. J. D. C. was seized in fee of the
land. In 1832, M. B. recovered a judg-

ment against him. In 1846, he married
plaintiff. In 1850, the land was sold un-

der the judgment and bought by S., who
conveyed to defendant. J. D. C. afterwards

died and plaintiff, as his widow, brought this
action for dower, contending that the judg-

ment did not create such a lien on the lands
as to prevent her right of dower attaching;

—*Held*, Peters and Hensley, JJ., that the
judgment created a lien, even by the Com-

mon Law of P. E. Island, and that the dower
did not attach. *Cantelo v. Beales* (1880), 2
P. E. I. R. 292.

Execution against husband—Business
carried on in wife's name—Simulation.] —

The opponent, the wife of the defendant, had
registered a notice that she was carrying on

business as a decorative artist (which was
the defendant's business) under the firm name

of F. E. M. & Co., and in this capacity she
maintained an opposition to a seizure of

goods at the place where the business was
carried on. It was proved that at the time

of the registration the opponent had no money
and that she had since acquired none by her

own work, and that the goods seized had been
bought with the moneys earned by the work

of the defendant, who carried on the business
under a power of attorney from his wife:—

—*Held*, that the alleged firm was simply a
prête-nom for the defendant, who was the

true owner of the goods seized, and that the
opposition should be dismissed. *Déary v.*

Meloche, 21 Que. S. C. 486.

Execution against husband — Opposi-
tion by wife — Usufruct — Marriage con-

tract — Subsequently acquired goods—Evi-
dence.]—A wife, being the usufructuary of

the furniture of a house, has a right to make
an opposition to the sale of the furniture

where it is demanded by the creditors of the
husband.—2. This usufruct ceases, however,

with the disappearance of the goods, and
does not extend to furniture bought in re-

newal of that which was subject to the usu-

fruct and has been worn out by use.—3. An
opposition to the sale of a piano, which the

opponent alleges was given to her, will be dis-

missed if the evidence shows that the piano
was bought by the husband of the opponent,

who gave her in payment therefor an old
piano, and that the opponent lent to her hus-

band the money necessary to pay the difference
in price.—4. It is for the opponent, who

alleges that she has bought goods of which
she claims the possession, to prove that the

money which went to pay for such goods was
her own; if she has mixed money which came

to her from her relatives with that coming
from her husband, she cannot maintain that

the goods are not the property of her hus-

band. *Walker v. Massey*, 5 Que. P. R. 369.

Gift by contract of marriage — Fur-
niture—Husband and wife—C. C. 755, 756,

777, 1257.]—1. A gift made by a husband to
his future wife in a contract of marriage in

which he promises and obliges himself to pay
to the future wife within ten years from this

date by providing furniture and other move-

ables to that extent for the use and ornamenta-

tion of their common domicile; it being ex-

pressly agreed that the future husband will

be liberated from this obligation to the ex-

tent of the value of such furniture and other

household effects as he may require and place

in the common domicile of the parties. All

and every the articles of household furniture

and other movable effects which may be ac-

quired by the future husband for use in or

for the ornamentation of the common domicil

of the parties in addition to and over and

above the said sum of two thousand five hun-

dred dollars. The sum of five thousand dol-

lars, unto the future wife, as her absolute

property, subject to this condition, that

should she predecease the future husband the

said gifts shall return to the future husband

and be his absolute property, without the

heirs of the future wife laying any rights

therein or claim thereto," does not create in

favour of the wife, as to the furniture and

movables acquired by the husband, anything

else than a gift of future property in contem-

plation of death.—2. The furniture and move-

able effects in question remain the property of

the husband until his death. *Von Eberst v.*

Allan (1910), 16 R. L. n.s. (Que.) 308.

Gift from husband — Change of posses-
sion — Execution creditor — Seizure in con-

jugal domicile.]—Interpleader issue. The de-

fendant purchased certain pictures, and

bringing them home, handed them to his wife,

telling her he gave them to her. She had

one framed in a frame given her by her mo-

ther; and all three were hung up in the

house occupied by her and her husband.

Some six or seven years afterwards an execu-

tion creditor of the defendant caused the

sheriff to levy on these pictures.—*Held*, that

since the Married Woman's Property Act,

1884, R. S. O. 1897, c. 163, s. 3, a married

woman is under no disability as to receiving

and holding personal as well as real property

by direct gift or transfer from her husband;

and in this case the subsequent possession of

the pictures was the wife's although the house

was occupied by her husband and herself:—

—*Held*, also, that the effect of s.s. 4 of s. 5

of R. S. O. 1897, c. 163, whereby it is en-

acted that a married woman married since

4th March, 1889, may hold her property free

from the debts or control of her husband,

"but this sub-section shall not extend to any

property received by a married woman from

her husband during coverture," is not to

make property received by the wife from the

husband during marriage liable to the hus-

band's debts. This sub-section must be read

in connection with s. 3, s.s. 1, and a wife is

placed precisely in the position of a *feme*

sole with regard to property transferred to

her by her husband during coverture; and

therefore she can hold the property against

his creditors unless the transfer is made for

the purpose of defeating them; and there

was no evidence of such purpose here. *Shuf-*

televorth v. McGullivray, 23 C. L. T. 153, 5

O. L. R. 536, 2 O. W. R. 250.

Gratuitous services by insolvent hus-
band — Rights of creditors—Attachment of

debts.]—An insolvent husband may lawfully

give his services gratuitously to his wife,

separate as to property, for the carrying on