vance before the company was ever thought of. If the defendants had come offering in renewal a note of the company, the plaintiffs would have been at liberty to accept or refuse it. There was no evidence that the company took over or agreed to take over the liabilities of the firm—nor could such an arrangement be made as to this debt without the plaintiffs' consent. Neither the doctrine of estoppel nor that of novatio could, in the circumstances, be invoked. The Court was not concerned with the effect of the incorporation nor with the assignment of the debts or other securities held by the plaintiffs. Judgment for the plaintiffs for the amount of the note and interest. W. N. Tilley, for the plaintiffs. Alexander MacGregor, for the defendants.

CHALMERS v. IRION—DIVISIONAL COURT—MARCH 3.

Husband and Wife—Mortgage Made by Wife—Influence of Husband—Lack of Independent Advice.]—Appeal by the defendant Irion from the judgment of MULOCK, C.J.Ex.D., in favour of the plaintiff. The action was brought by a married woman for cancellation of a certain mortgage and certain promissory notes made by her to the defendant Irion, upon the ground that they were made under the influence of her husband and without independent advice, etc. The judgment of the Court (MEREDITH, C.J.C.P., TEETZEL and MIDDLETON, JJ.) was given by MIDDLETON, J., who said that at the argument the Court determined all the matters in issue against the plaintiff except the contention based upon Stuart v. Bank of Montreal, 41 S.C.R. 516; and, in view of the decision of the Privy Council in that case, Bank of Montreal v. Stuart, 103 L.T.R. 641, the plaintiff's position was hopeless. Appeal allowed with costs and action dismissed with costs. O. E. Fleming, K.C., for the defendant Irion. J. M. Pike, K.C., for the plaintiff.

MCINTOSH v. ROBERTSON—MASTER IN CHAMBERS—MARCH 6.

Discovery—Examination of Party—Adjournment sine Die—Notice from Solicitor to Attend on Subsequent Day—Default.]—Motion by the plaintiff to strike out the statement of defence for the defendant's default to attend for further examination for discovery. The action was against the publisher