

s. 3 of R.S.M. 1902, c. 91, and sub-s. (f) of s. 2 defining the meaning of the word "lands" by a fair interpretation of the words "as though charged in writing by the judgment debtor under his hand and seal," which should be read as implying such a charge as an adult could create.

*Re South*, 9 Ch. Ap. 369, distinguished on the ground that the wording of the corresponding English enactment, s. 13 of 1 & 2 Vict. c. 110, requires that the judgment debtor should have "had power to charge" the land.

2. Notwithstanding the provision in s. 21 of R.S.M. 1902, c. 48, that the land should "go to the personal representative" of the defendant's deceased wife, and no such representative had yet been appointed, yet the defendant had the beneficial interest in the lands owned by the wife which was such an interest as would be bound by the registered judgment subject to any debts that might be proved against either of the estates. *Martin v. Magee*, 19 O.R., at p. 713, and 18 A.R., at p. 389, followed.

3. In the absence of an administrator to the estate of the defendant's wife, the plaintiff could not have any order for a conveyance by the administratrix of the wife's father's estate of her daughter's interest therein, and, therefore, such administratrix was neither a necessary nor a proper party to the action and should not have been joined as a defendant.

*Wilson and Hartley*, for plaintiff. *Royal*, for defendant.

Richards. J.]

[April 16.

COSENTINO v. DOMINION EXPRESS CO.

*Bailment—Negligence—Involuntary bailee.*

The plaintiff's claim for \$1,010 was based on the following facts. Wishing to send that amount to his brother in Toronto he procured at the office of the defendants an envelope such as they use in forwarding money by express, enclosed the bank notes, to the amount of \$1,010, and mailed the letter and registered it. The letter reached Toronto, but was not delivered, owing to its being defectively addressed. The officials of the Dead Letter department at Toronto, guided by the printed matter on the outside of the envelope, enclosed the letter in one of their envelopes used for returning such letters, addressed it and sent it by registered mail to the defendants at Winnipeg. In due course it was delivered to the defendant's cashier, who received it in a protected cage or pen in which he performed his duties. After receiving the package the cashier, in ignorance of its contents, laid it unopened on the chief clerk's desk, which