of a sale of the whole estate; and therefore that the sale *en bloc* to the plaintiff of the uncollected debts of the insolvent did not pass to him any title to a debt of $324 due the insolvent by the defendants.

Rose, for appellant.

Murdoch, for respondent.

C. C. York.] [March 2.

CARROLL v. FITZGERALD.

Feme covert—Separate estate—Wife's earnings—C. S. U. C. Cap. 73.

The plaintiff, a married woman, who had separated from her husband, earned a sum of money by her own exertions, which she lent to the defendant. The husband had never made any claim to the money or to any of the plaintiff's earnings.

Held, affirming the judgment of the County Court, that the money was the separate property of the plaintiff by the acquiescence of the husband in her receiving it which amounted to a settlement; and that the C. S. U. C. cap. 73, which was in force when the money was lent, gave the husband no rights which he did not before possess, and did not abridge his power so to settle her earnings upon her, but that it operates only as between husband and wife to disable her from insisting that the earnings were not his.

Eddis, for appellant.

McMichael, Q. C., for respondent.

C. C. Wentworth.] [March 2.

MILLER v. HARVEY.

Insolvent Act of 1875, sec. 134—Note discounted by holder—Payment by insolvent to bank.

A. gave a note to the defendants on the 23rd November, 1878, which fell due on the 29th January, 1879. The defendants endorsed it to the Bank of Montreal and obtained its discount value. It was paid at maturity by one R. out of A's. moneys, and within 30 days thereafter A. became insolvent.

Held, reversing the judgment of the County Court that the defendants stood in a different position from that in which they would have been had they merely endorsed the note to the Bank as their agents for collection; for having endorsed the note to the Bank for value, the payment at maturity was a payment made to the Bank who were then the actual creditors of the insolvents.

C. C. Carleton.] [March 2.

CRAIG v. DILLON.

Liquidated damages.

The defendant agreed to pay to the plaintiff $200 as liquidated damages if certain loose stones and a partially constructed stone fence were not removed from the plaintiff's land at the times mentioned in the agreement.

Held, affirming the judgment of the County Court that the sum mentioned was not a penalty and that the plaintiff was entitled to receive the sum as liquidated damages on default.

Richards, Q. C., for appellant.

Bethune, Q. C., for respondent.

C. C. Oxford.] [March 2.

WILLSON v. BROWN *et al.*

Joint and several promissors—Principal and surety inter se—Notice of dishonor.

The defendants became parties to a joint and several promissory note made by one H. and themselves as the sureties of H.

Held, affirming the judgment of the County Court, that they came under a direct primary liability to pay at maturity; that in default of payment themselves their liability as sureties became absolute and they could not avail themselves of want of notice that their own note was not paid.

C. Robinson, Q. C., for appellant.

T. Ferguson, Q. C., for respondent.

C. C. York.] [March 2

IN RE WALKER, AN INSOLVENT.

Joint and separate creditors—Rights as to ranking.

In this case the evidence as to whether the assets were the joint assets of W. and M., or the separate assets only of W., being insufficient upon which to make an order as to how joint or separate creditors should rank, it was