

It is, I consider, clear that the \$654.15 borrowed from the insurance company was Mrs. Hill's own money, she being the beneficiary named by the indorsement on the policy. According to the rules of the insurance company, where a beneficiary not named in the policy desires to obtain a loan from the company on the security of the policy, the beneficiary and the insured are required to make a joint application for the loan; and the cheque issued by the insurance company was made payable jointly to Hill and his wife; but, as I have said, the money was her separate property, and was put into the business of the Hill Printing Co.

The \$300 obtained on the chattel mortgage stands, I think, in a totally different position. The furniture belonged to Hill; his wife had no right to mortgage it; and the husband seems to have been a party to obtaining this loan from his mother-in-law for the purpose of putting it into the business, which he says was his wife's. Although it does not appear from the books what became of this \$300, according to the statement of both defendants it went into the business; and, as the property forming the security for the money advanced was Byron J. Hill's property, it must be regarded as having been put into the business by him, and he, therefore, has a proprietary interest in the business. I think his conduct during his management of the business shews that he considered that he had an interest in it, because he paid off several small liabilities of the old partnership of Hill & Weir. If I am correct in the conclusion that he had a proprietary interest in the business, then the house in Lowther avenue, purchased from the Canada Permanent Mortgage Corporation, being paid for by monthly instalments out of the business of the Hill Printing Co., his interest therein must be held liable to satisfy plaintiffs' execution.

Another matter indicating that Mrs. Hill was using her husband's property presumably in connection with the printing business, is shewn in connection with the giving by her of a mortgage on the contents of a livery stable of which he was the owner, the livery business being carried on in Yonge street, in the city of Toronto. On 25th October, 1894, the whole of the livery outfit, consisting (amongst other things) of a cab, a brougham, one coupé, a top carriage, 2 buggies, 5 sleighs, cutters, cabs, 6 horses, fur and other coats, robes, harness, etc., were mortgaged by Mrs. Hill to the Imperial Loan Co. to secure the repayment of \$346.60 with interest