

Held, that under these circumstances plaintiff was entitled to recover.

One of the grounds of defence was that plaintiff promoted the passage of an Act through the legislature under which certain stock which M. deposited as security for his indebtedness was rendered valueless.

Held, that if the Act had the effect contended for plaintiff could not be held responsible for it, and further that if the promoters of the Act were guilty of an improper action defendant was equally guilty with plaintiff.

Mellish, K.C., for appellant. *W. B. A. Ritchie*, K.C., and *Terrell*, for respondent.

Full Court.]

HIRTLE v. KING.

[April 5.

*Husband and wife—Wife doing business in her own name—
Effect of filing husband's consent—Set-off against husband
pleaded to action by wife.*

The effect of the filing of a husband's consent to his wife carrying on business in her own name must be restricted to the terms of the statute. It only protects the wife from having her property seized as belonging to her husband and the husband from being liable on the contracts entered into by his wife in connection with the business. It is not notice to anyone that the business is the business of the wife except for the purpose of affording protection from the consequences mentioned.

In an action by plaintiff to recover an amount claimed for the board of defendant's horse, and for other services it appeared that the largest amount in controversy was incurred under a contract made with plaintiff's husband and as to this defendant relied upon a set-off against the husband.

Held, unnecessary to determine whether the husband dealt as a principal with defendant, being in fact as to the particular transaction an agent for his wife, but not disclosing the fact, or whether he was making the contract on his own behalf, as in the first case the wife could not sue upon the contract without being subject to any defence that defendant was entitled to in respect to the set-off.

McLean, Q.C., for appellant. *O'Connor*, for respondent.