

litigant, it would be the duty of his opponent to negative or establish. This applies to cases of possessory title where the courts will recognize peaceful and continuous possession for the statutory period as constituting a good title, while before such title will be forced on an unwilling purchaser it may be necessary for the vendor to furnish satisfactory evidence negating any of the exceptions contained in the statute. This, however, is not a matter to be put on the abstract, but rather on the verification of title before the master.

*Moss*, Q.C. for the plaintiff.

*Allan Cassels* for the defendant.

Div'l Court.]

[Dec. 21, 1894]

RE REED v. GRAHAM BROS.

*Prohibition—Division Court—Judgment summons—Commitment.*

After judgment had been obtained in a Division Court action against a partnership firm consisting of two members, one of whom only had been served with the summons, judgment summonses were issued against both the defendants, and on their non-attendance thereon orders of committal against them were issued.

On a motion by way of appeal from the judgment of BOYD, C., refusing prohibition the judgment was affirmed as against the partner who had been personally served, but reversed as against the partner who had not been served, his not being a debtor against whom execution could issue, and so not liable to committal, such committal not being process for contempt, but in the nature of execution or limited or qualified execution.

*D. Armour* for the plaintiff.

*Neville* for the defendant.

Div'l Court.]

[Dec. 21, 1894.]

CONFEDERATION LIFE ASSOCIATION v. WILLSON.

*Married woman—Conveyance from husband to wife—Separate estate.*

A husband, married in 1863, granted, in 1874, certain land to his wife, to her sole and separate use, upon which mortgages were subsequently made by the wife and the husband, containing covenants for payment of the mortgage money, the husband at the time declaring that the land was his wife's and that she had been in possession of same since the date of the deed. No question was made as to the wife's right to the property until some years subsequently, and after she had reconveyed to her husband, when it was claimed that it had never been intended to convey the property to the wife as her separate estate.

*Held*, that the effect of the conveyance was to vest the land in the wife as her separate estate, so as to enable her to make the mortgages on it, and to enter into the covenants contained therein.

*Snow* for the plaintiff.

*J. A. Mills* for the defendant.