

and \$32.59 costs against the firm of Hill & Weir (composed of defendant Byron John Hill and one Weir), then carrying on business in Toronto as printers. An execution against goods was issued on that judgment and returned by the sheriff *nulla bona*. Execution against lands was subsequently issued, which was renewed from time to time as required by law, the last renewal being on 18th July, 1905. . . .

In January, 1894, another judgment was recovered by Hogaboom against Hill & Weir for \$1,490.96 debt and \$25.24 costs. That judgment was set aside during the present year.

The firm of Hill & Weir got into financial difficulties in 1893, and were unable to continue in business.

In 1892 defendant Byron J. Hill was married to Annie Kirkbride (co-defendant) without any marriage settlement. At the time of his marriage he held a policy of insurance on his life in the Ontario Mutual Life Ins. Co., on which he had in January, 1890, borrowed \$950. After his marriage he, by indorsement on the policy, named his wife as beneficiary thereunder. As Hill was not in a position to go into business on his own account, his wife on 17th January, 1894, obtained a loan of \$654.15 from the insurance company on the policy, and with this money commenced a printing business under the name of "The Hill Printing Company," of which her husband was the manager.

Byron J. Hill, just before his marriage, had furnished a house with the usual household furniture, and he and his wife went to live there immediately after their marriage. On 18th January, 1894, Mrs. Hill mortgaged the household furniture to her mother, Elizabeth Kirkbride, to secure payment of a loan of \$300 with interest at 7 per cent., repayable at the expiration of 3 months. Although there was in the house at the time this mortgage was given a piano valued at \$300 belonging to Mrs. Hill—a gift to her by a relative—it is not specifically mentioned in the mortgage.

The \$300 said to have been received from Mrs. Kirkbride was put into the business which Mrs. Hill had started, but the amount does not appear to have been credited in the bank where Mrs. Hill kept her account in the name of the Hill Printing Co., although the \$654.15 received by her from the insurance company was credited therein on 16th February, 1894.