NOTES OF RECENT CASES IN MANITOBA.

FROM MANITOBA LAW REPORTS.

Tax sale — Irregularities — Foreign Corporation — Banking business.

A foreign corporation loaned money on mortgage in this Province. The mortgage was executed in the foreign country and the advances made there. The corporation had no license to do business in Manitoba,

Held, that the mortgage was valid and vested the land in the corporation.

The plaintiff corporation had for its purposes " The investment of capital on the security of real estate, personal property, assets and obligations," and was prohibited from engaging " in the business of banking." The plaintiff corporation made loans to L. & Co., taking notes from which the interest was deduced in advance. D. a member of the firm of L. & Co. made a mortgage to the plaintiff corporation to secure payment of the moneys so advanced.—*Farmer's and Trader's Loan Co. v. Conklin.*

Suit in equity—Power to garnish.

Held,—Affirming the order of the Referee, that under Con. Stat. c. 37, s. 78, the Court has power to issue garnishing or attaching orders in equity suits.—*Cameron v. McIlroy.*

Action for non-delivery of goods—Condition indorsed on shipping bill—Liability of carrier.

In action brought for the non-delivery of sawn lumber delivered to defendants at P. to be carried by them to B., defendants pleaded a condition indorsed on the shipping bill, as follows: " That the company will not be responsible for any deficiency in weight or measure of grain, in bags or in bulk, nor for loss or deficiency in the weight, number or measure of lumber, coal or iron of any kind carried by the car load."

The evidence shewed that the lumber was loaded at P. and that a portion of it was not delivered at B. There was no evidence as to how the loss occurred.

Held, 1. That by the statute 42 Vict. c. 9, s. 25, s.-s. 4, the defendants were precluded from setting up the indorsed condition when a loss is charged as happening through their own negligence.

2. That in the absence of evidence, the non-delivery might be assumed to have risen from misdelivery to some other person, or from the actual use of the property by the defendants for their own purposes, in which cases the condition would be no protection.—*Henry v. Canadian Pacific Railway Co.*

Married woman—Liability on contract—Separate estate.

In an action brought to recover from the defendant, a married woman, the balance of an account for goods sold and delivered to her,

Held, that in the present state of the law, debts contracted by a married woman in carrying on a business or employment, occupation or trade, on her own behalf or separately from her husband, may be sued for as if she were an unmarried woman, that is without regard to separate estate.—*Wishart v. McManus.*

Fradulent conveyance—Exemption from seizure.

Defendant, J. S., took up a quarter section as a homestead, performed settlement duties, and obtained a patent. He then made a conveyance to J. R., and J. R. conveyed to M. S., the wife of defendant J. S. Subsequently to these conveyances, plaintiff obtained judgments at law against the defendant J. S. The conveyances were without consideration. J. S. had no other property. Within three months after the execution of the conveyances, executions to the amount of $1,388.38, against J. S. were placed in the sheriff's hands.

Held, 1. That the conveyances must be set aside, and equitable execution decreed.

2. That it is not necessary that the debts should have become payable before the fraudulent disposal of the property was made.

3. Exemptions from execution under Con. Stat. Man. c. 37, s. 85, s.-s. 8, as amended by 47 Vict., c. 16, s. 6, discussed.—*Brimstone v. Smith.*

Equitable assignment—Notice.

Held, by the full court, affirming the decision of Taylor, J., that an equitable assignment of a *chose* in action may be made by any words or acts shewing a clear intention to assign ; a deed or writing is not necessary.—*McMaster v. Canada Paper Co.*

Extradition—Habeas corpus—Form of taking evidence.

Where prisoner was charged with an extraditable crime and the evidence was taken down in