

THE MARRIED WOMAN'S PROPERTY ACT OF 1884—NOTES OF CANADIAN CASES. [Sup. Ct.]

secondary meaning to the language of a Statute seemingly clear enough when read by an ordinary layman, and which, when so read, does interfere with vested rights. See *Hill v. East and West India Stock Co*, 9 App. Cases 448, where the language of the Statute referred to in that case was so far tortured by the majority of the Law lords to prevent injustice as to lead Lord Bramwell to use somewhat characteristic language when interpreting the same Statute. In this view attention may also be directed to the case of *Re Docwra*, *Docwra v. Faith*, 29 Chy. Div. 693, and *Re Adams Trusts*, 33 W.R. 834.

Many points, no doubt, will yet be raised before the Act has received full investigation. It does seem, however, that it would have been much preferable had our Legislature in 1872 simply enacted that married women should thereafter be treated as having been relieved of every disability arising from coverture, and not have followed the language of the English Statutes where the process of emancipation of married women apparently has been much slower than that called for by the public. No doubt the Imperial Legislature, as well as our own, will soon entirely relieve married women of every disability, and enable them to contract as fully in all respects as if they were unmarried.

NOTES OF CANADIAN CASES.

PUBLISHED IN ADVANCE BY ORDER OF THE
LAW SOCIETY.

SUPREME COURT OF CANADA.

Nova Scotia.]

EUREKA WOOLLEN MILLS COMPANY V. MOSS
ET AL.

Appeal—New trial ordered by Court below—Verdict against weight of evidence.

The Supreme Court of Canada will not hear an appeal where the Court below, in the exercise of its discretion, has ordered a new trial on the ground that the verdict is against the weight of evidence.

McIntyre, for the appellants.

Dunlop, for the respondents.

Nova Scotia.]

HOWARD V. LANCASHIRE INSURANCE CO.

Appeal—New trial ordered by Court below—Questions of law—Insurance policy—Insurable Interest—Special condition—Renewal—New contract.

J., manager of the appellant's firm, insured the stock of one S., a debtor to the firm, in the name and for the benefit of the appellant. At the time of effecting such insurance, J. represented the appellant to be the mortgagee of the stock of S.

S. became insolvent and J. was appointed creditor's assignee, and the property of the insolvent was conveyed to him by the official assignee. On March 8th, 1876, S. made a bill of sale of his stock to J., having previously effected a composition with his creditors under the Insolvent Act of 1875, but not having had the same confirmed by the Court.

The insurance policy was renewed on August 5th, 1876, one year after its issue. On January 12th, 1877, the bill of sale to J. was discharged, and a new bill of sale given by S. to the appellant, who claimed that the former had been taken by J. as his agent, and the execution of