

LIMITATIONS, STATUTE OF—C.

84, s. 13, C. S.—*Tenants in Common—Death of Co-tenant—Exclusive Adversive Possession of Land by Survivor—Title of Heir Extinguished.* Land was conveyed in fee to two brothers as tenants in common. One brother died on May 9, 1876, intestate, leaving him surviving his co-tenant, his mother, and three sisters, of whom the plaintiff is one. The mother died September 5, 1876. The surviving brother had from the time of his brother's death until his own death on November 8, 1896, exclusive possession and use of the land, and the receipt of the rents and profits therefrom, without accounting. He and his sisters lived together on premises situated elsewhere until his marriage in 1890. He always contributed to their support, but the contributions were not meant, and were not understood, to be a share by the sisters in the rents and profits of the land. In a suit commenced September 21, 1899, by the plaintiff for the partition of the land, *Held*, that the plaintiff's title was extinguished by c. 84, s. 13, C. S. RAMSAY v. RAMSAY179

—*Fraudulent conveyance—Suit to set aside—Stat. 13 Eliz., c. 5—Delay—Allegation of subsisting debt—Pleading.* See FRAUDULENT CONVEYANCE, 1.

LIQUIDATOR—Company— Winding-up—*Debenture-holders' suit—Receiver—Displacing by liquidator.*328
See COMPANY, 2.

LUMBER LICENSE— Public sale — Purchase in trust — Interest in land—*Parol agreement—Statute of Frauds.*54
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LUNATIC—Death of Committee—Interim Committee of Person and Estate of Lunatic — Ex parte Appointment. On the death of the committee of the person and estate of a lunatic the Court appointed on an *ex parte* application an interim committee. *In re HARRIET LIGHT, a LUNATIC*96

—*Partition—Proof of unsoundness of mind of defendant—Costs.*486
See PARTITION.

MANDATORY INJUNCTION.

See INJUNCTION, 6, 7.
See RAILWAY.

MARRIED WOMAN — Married Women's Property Act, 58 Vict., c. 24, s. 4 (1) and (4)—Married Woman Married before the Commencement of Act—Conveyance of Real Estate without Husband's Concurrence—Tenancy by the

MARRIED WOMAN—Continued.

Curtsey. Under The Married Women's Property Act, 58 Vict., c. 24, a married woman married before the commencement of the Act may make a conveyance without her husband's concurrence of her real estate not acquired from him during coverture, subject, however, to his tenancy by the curtesy consummate. DEBURY v. DEBURY278

2.—*Purchase by Husband of Real Estate in Name of Wife—Repairs by Husband to Wife's Real Estate—Purchase by Husband of Leasehold Interests in Wife's Real Estate—Lien—Intention—Onus of Proof—The Married Women's Property Act, 58 Vict., c. 24.* Notwithstanding that the common law rights of a husband to the use and income of his wife's real estate are taken away by The Married Women's Property Act, 58 Vict., c. 24, he is not entitled to a charge on such real estate for money paid by him prior to the Act for repairs thereto, and for the surrender of leasehold interests therein, where the expenditure was made solely to improve the property. The onus is upon the husband of establishing a resulting trust in his favor in land purchased by him in the name of his wife. DEBURY v. DEBURY (No. 2)348

—*Suit relating to separate estate—Parties—Joinder of husband as co-plaintiff—Next friend — Suit in wife's name — The Married Women's Property Act, 58 Vict., c. 24*51
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—*Dower.*
See DOWER.

MORTGAGE—Debentures Secured by Mortgage—Railway Company — Foreclosure Suit — Receiver and Manager—Repairs to Road — Authority to Issue Receiver's Certificates Charging Property in Priority to Debenture Security. In a debenture-holders' suit to enforce their security, which was against all the property of a railway company, receivers appointed to operate and manage the railway and business of the company, and maintain the road and rolling stock, were empowered to borrow a limited sum on receivers' certificates made a first charge on the company's property, in priority to the debenture security, to pay expenses incurred by them in necessary repairs, and in operating the road. SAGE v. THE SHORE LINE RAILWAY COMPANY321

2.—*Interest Clause — Construction.* The proviso for payment in a mortgage to secure an indebtedness, provided for the payment of "said overdrawn account and all promissory notes