

Held, that G. was never a shareholder of the company against whom such judgment was obtained. Appeal dismissed with costs.

Cahan, for appellants. *Newcombe*, Q.C., and *Mellish*, for respondents.

N.S.]

MICHAELS v. MICHAELS.

[Oct. 8.

Husband and wife—Separate property of wife—Action by wife against husband—Married Woman's Property Acts N.S.

In 1882 the respondent, A. L. Michaels, made a promissory note for \$10,000 in favour of Jennie Levy, payable on demand. This note was endorsed by the payee to her sister, the maker's wife. In 1899 an action was brought on the note by the endorsee against her husband the maker, which at the trial was dismissed on the ground that the Married Woman's Property Act did not authorize such an action. On appeal to the court en banc, the judges were equally divided in opinion, and the judgment at the trial stood affirmed. The plaintiff then appealed to the Supreme Court of Canada.

By R.S.N.S. 5 ser. c. 94, a married woman in Nova Scotia holds her separate personal property, not reduced into possession by her husband, as if she were a feme sole, and the Act of 1898, c. 22, gives her the same civil remedies against every person, including her husband, as an unmarried woman has.

Held, reversing the judgment of the Supreme Court of Nova Scotia, that the note sued on was personal property of the wife not reduced into possession, and the action could be maintained under the above Acts by the wife against her husband. Appeal allowed with costs.

Borden, Q.C., for appellant. *Mellish*, for respondent.

EXCHEQUER COURT.

Burbidge, J.]

[June 28.

GIBBONS v. THE QUEEN, ST. JOHN TERMINAL RY. CO., THIRD PARTY.

Expropriation—Compensation for leasehold interest.

The suppliants were lessees of certain land and premises expropriated for the Intercolonial Railway. The premises had been fitted up and were used by them, for the purposes of their business as coal merchants. By the terms of the lease under which they were in possession the term for which they held could at any time be determined by the lessors by giving six months' notice in writing, in which event the suppliants were to be paid two thousand five hundred dollars for the improvements they had made.

Held, that the measure of compensation to be paid to the suppliants