

[Chan.]

NOTES OF CASES.

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TURNER V. SMITH.

Demurrer—Married women—Separate estate.

The mere fact that a person has a claim against a married woman, does not create a lien in favour of the creditor upon her separate estate; and a bill having been filed by the creditor against trustees of a fund to which a married woman was entitled, seeking to compel them to retain the fund until he could recover judgment. A demurrer thereto for want of equity was allowed with costs.

Muir, for demurrer.*W. Caseels*, contra.

HAYES V. HAYES.

Appeal from Master—Trustee and cestui que trust—Just allowances—Special findings—Power and duty of Master as to.

The defendant was the assignee of a policy of assurance on his mother's life in trust to pay himself certain moneys and expend the residue in the support and maintenance of the assured's family,—and having made further advances on the advice of his brother who was a practising barrister, took a second assignment of the policy absolute in form. On the death of the assured the defendant asserting a right to obtain payment of the policy went to the head office of the company in the United States, in order to hasten payment, pending a dispute with the plaintiffs—the family of the assured—as to his rights. In taking the accounts between the parties the Master found that the defendant acted *bona fide* in so doing, and allowed his expenses, although the company, at

the instance of the plaintiffs, refused to pay him, and sent the proceeds of the policy to their solicitor, in Toronto, to be paid over to the party entitled.

Held, on appeal from the Master (affirming his ruling) that as the defendant was under either assignment entitled to possession of the fund—either as trustee or individually—and as the Master under all the circumstances thought fit to allow such expenses, and it did not appear clear to the Court that such allowance was wrong, the item should be allowed.

Held, also, that the master had properly allowed to the defendant in his accounts a fee of \$10 paid by him to counsel for advice as to his action in respect of the two assignments.

The Master, at the request of the defendant, reported specially in his favour as to money matters not particularly referred to him, but which formed the subject of charges of fraud made in the bill of complaint.

Held, that the Master had power to report specially any matters he deemed proper for the information of the Court and that it was his duty to so report any matter bearing on the question of costs.

When the case was before the Master, the plaintiffs offered to put in evidence some letters then produced but not identified. It being objected that the letters referred to a branch of the case which had been disposed of at the hearing, the Master refused to admit such evidence. No tender of any particular class or character of evidence was made, the letters being simply offered.

Held, that, as there was nothing to show that a tender of evidence of a certain character was made, or to show what the rejected evidence was, the appellants were not entitled to a reference back to admit such letters.

Donovan, for appeal.*E. Douglas Armour*, contra.

LIVINGSTON V. WOOD.

Judgment—Amending decree to conform to—Costs.

By the decree an assignment of a bond was declared to have been given as a security only, and a further declaration that certain credits were due to the plaintiff, and referred it to the