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ada, a wife's mortgage of her separate property is void, both as to the debt contracted and as to the disposition, if it is in any way for her husband's purposes. Ignorance on the part of the lender that the money was borrowed for the husband's purposes is of no avail, and the burden is on him to prove that it was not so borrowed. *Judgment in Trust and Loan Co. v. Kerouack*, 12 Que. K. B. 281, affirmed. *Trust and Loan Co. of Canada v. Gauthier*, [1904] A. C. 94.

Mortgage given by wife to secure husband's debt — *Wife acting without independent advice.*—Plaintiffs agreed to advance \$4,000 to the male defendant if his wife joined in executing a promissory note and give as collateral security a mortgage on her house. Mortgage held void as given on importunity of husband and without independent advice. *Euclid Avenue Trusts Co. v. Hobs*, 13 O. W. R. 1050.

N. S. Married Women's Property Act — *Separate business—Debt due by husband—Set-off—Principal and agent.*—Action for board of horse. Defendant did not know that plaintiff, a married woman, carried on business, but supposed it was conducted by her husband, who was indebted to him on an accommodation endorsement of the firm of which her husband was a partner. That firm failed and defendant made no claim on the estate because he had agreed with the husband that his horse should be boarded at the stable:—*Held*, that plaintiff cannot recover without the note being set-off. The filing of the husband's consent to his wife's doing business did not help plaintiff in this case. *Hirtle v. King*, 6 E. L. R. 573.

Nullity of obligation of a married woman, separated as to property, for her husband's debts — *A first illegal promissory note* — *Illegality of a renewal note signed by the husband pretending to act as his wife's attorney.*—C. C. 1301. A husband, attorney for his wife separate as to property, exceeds the powers of his mandate when he signs, in the name of his wife, a renewal of a promissory note, when the original note had been also signed without the knowledge of the wife for a debt of the husband. *Deserres v. Fortier*, 16 R. de J. 236.

Obligations undertaken for husband — *Promissory notes* — *Burden of proof—Presumption.*—Although the obligation of the wife who is separate as to property, when she binds herself with her husband, is not null if the obligation be for her own business and profit, the burden of proof is on the creditor to establish that it was for her business and profit, and in the absence of such proof the presumption is that she bound herself for her husband. 2. The wife separate as to property will not be condemned on promissory notes signed by her, which were either renewals of notes made and signed by her husband alone, or which were given for goods furnished on the husband's order, and charged to him in the books of the creditor. *McClatchie v. Gilbert*, 24 Que. S. C. 387.

Ownership of goods in business carried on in wife's name—*Married Woman's Property Act*, R. S. M. 1902, c. 106, s. 2 (b) — *Profits* — *Earnings.*—1. The proceeds

of the sale by the husband of a parcel of real estate owned by the wife, though they came into the husband's hands prior to the 21st May, 1900, when it was enacted that all property standing in the name of a married woman on that date should be deemed to be her property until the contrary is shown, and although the land had been conveyed to her by the husband during coverture, belonged to the wife; for, apart from s. 21 of R. S. M. 1892, c. 95, which provided that a man might make a valid conveyance or transfer of land to his wife without the intervention of a trustee, a husband may make a gift of property to his wife, which property, if the gift be completed, will in equity be considered as her separate property, provided that the husband is at the time in a position financially to make the gift, and does not do it with any intention of defrauding his creditors. *Kent v. Kent*, 19 A. R. 352—2. The profits made in the fur business started with such proceeds and carried on from the first in the wife's name, though managed chiefly by the husband (all the goods required for the business having been sold to her and on her credit only, as the husband had unsatisfied judgments against him), belonged to the wife, and so did all goods purchased out of such profits and put into such business.—*Dominion Loan, etc., Co. v. Kilroy*, 14 O. R. 468, followed.—*Ady v. Harris*, 9 Man. L. R. 127, and other "farm" cases distinguished.—3. Such profits are protected for the married woman by the definition of the word "property" in s.-s. (b) of s. 2 of R. S. M. 1902, c. 106, "as meaning" "any real or personal property of every kind and description, whether acquired before or after the commencement of this Act, and shall include the rents, issues, and profits of any such real or personal property, and by s. 5 of the same Act; and such protection is not taken away by the further clause in s.-s. (b) reading—"and includes also . . . all wages, earnings, money, and property gained or acquired by a married woman in any employment, trade, or occupation in which she is engaged, or which she carries on separately from her husband, and in which her husband has no proprietary interest," although it was admitted that the business was not carried on by the wife separately from her husband. The word "profits" as used in those sections should be held to cover gains arising from a combination of skill or work with the earning property or capital, as well as those arising only from investments without such combination. *Judgment of Mathers, J.*, 6 W. L. R. 244, reversed. *Douglas v. Fraser*, 7 W. L. R. 584, 17 Man. L. R. 439. Affirmed, 40 S. C. R. 384, ante 1.

Personal property — *Jus disponendi* — *Matrimonial domicile* — *Conflict of laws.*—The law of the matrimonial domicile regulates the rights of the husband and wife as to the movable property of either of them.—*Held*, therefore, where the matrimonial domicile was Ontario, that personal property which by the law of Ontario was the separate property of the wife, remained such on the removal of the parties to the Territories; and furthermore was subject to the provisions of the Ordinances of the Territorial Legislature, subsequently passed, relating to the personal property of married women. *Brooks v. Brooks*, 2 Terr. L. R. 289.