selling, handled all the funds and had entire control. The only part the plaintiff took was superintending in the work room in which she herself worked. A large part of the money with which the business was established was derived from the sale by the husband, a few days prior to 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 shewn), of a property then belonging to the plaintiff, but which had been given to her by the husband a few years before his failure. This money, $1,300.00, had been received by the husband and deposited with a trustee in trust for himself, before that date.

Held, that, so far as that property was concerned, her claim to it was not supported by the provisions of the previous Act, R.S.M. 1892, c. 95, s. 2 of which gave a married woman who married after 14th May, 1875, without a settlement the right to hold property as a femme sole subject to the concluding words, "but this section shall not extend to any property received by a married woman from her husband during coverture," because the property in question had been received from the husband during coverture, that the plaintiff could only rely on her common law rights as to it, and that at common law the husband had a free hold interest in the land and would be entitled to such proportion of the price for which it was sold as would represent the value of the property during their joint lives.

The business had been started in 1899, except as to about $125 of the plaintiff's own money, with money derived from the rentals of the same property which the learned judge held the husband to have been entitled to at common law, and in 1900 the capital was augmented to the extent of the proceeds of the sale above referred to, a large portion of which the husband was also entitled to according to the above holding.

When the plaintiff commenced business the husband had judgments against him and the wholesale dealers stated that they had sold to the plaintiff and upon her credit and would not have sold to the husband on credit because of the liabilities hanging over him. The business prospered from the beginning and the profits earned in it were used in buying other stock and in generally extending the business. A large portion of these profits were earned after the coming into force of the statute 63 and 64 Vict. c. 27, now R.S.M. 1902, c. 106, and it was contended that they were included in the definition of the word "property" given in s. 2 of the Act, viz., "any real or personal property of