

have referred, this ground were open (and I think it is not), I should have no hesitation in holding that since the passing of the legislation now contained in the Married Woman's Property Act, R. S. O. 1897 ch. 163, sec. 3, sub-sec. 2, a married woman can in all respects and for all purposes contract with her husband, as if she were a feme sole, every contract made by her being deemed to be made with respect to and to bind her separate property, whether she is or is not in fact possessed of separate estate at the date of the contract (sec. 4.)

Upon the evidence of Flavien Moffet, his wife was, in and prior to July, 1898, possessed of separate property. Mrs. Moffet was capable of entering into a contract of partnership with her husband. By virtue of sec. 5 of R. S. O. 1897 ch. 152, her registered declaration conclusively establishes that she did acts by which, having the capacity to enter into such a contract, she became a partner with her husband in the business in question.

There is no evidence that Mrs. Moffet ever withdrew from such partnership. Flavien Moffet purported to execute and caused to be registered on 19th May, 1903, a declaration that the partnership formerly carrying on business as "La Compagnie de Publication de Temps" had been dissolved. Mrs. Moffet did not sign this document. As against Flavien Moffet the statute makes this declaration conclusive evidence; in his favour it is no evidence whatever. His flippant demeanour, his manifest disregard of the seriousness of his oath, and his quibbling evasions in the witness box, in my opinion render his evidence entirely untrustworthy except in regard to matters upon which he testifies adversely to his own interest. There is no other evidence of any dissolution of the partnership between himself and his wife, except that afforded by the declaration last mentioned and the oral testimony of Flavien Moffet. I, therefore, find that Flavien Moffet and Sara Moffet were partners in the above named Le Temps Publication Company, at the time of the formation of the said company, and have ever since continued to be and are still partners in the said Le Temps Publication, and, as such, are liable to have execution issued against the goods and lands of them and each of them, such execution in the case of Sara Moffet being limited to her separate estate.

Plaintiff has, if so advised, leave to amend the issue by striking out the words "against them personally," and substituting therefor the words "against the goods and lands of