

commission. He must have known what the pretended paid-up capital amounted to. His stock was sold to Mr. Baxter, who is proved to have obtained the publication by the *Gazette* of the annual report of the company, and Parent does not know of any *bona fide* purchaser of stock for more than 10 cents, and he must have known that the quotations at 72½ cents were not sincere. Mr. Dorion sells one day at 51 and next day buys at 52. What does it mean? I would refer here to the evidence of Mr. Kinsella, who speaks with discretion, but says frankly that he advised his clients to have nothing to do with the Silver Plume Mining Co. There is no proof of a single *bona fide* transaction in this stock at the Stock Exchange for these prices, or higher. Who bought it at 70 or 72? If the purchaser had been Parent himself the case would present no difficulty, and the relations of Chretien and Parent were such that they may be regarded here as one person. He allows Parent to borrow money on these very lots bought from Crowley. There is a remarkable contrast between the statements of Mr. Parent and Mr. Silverman as to the purport of an interview between them as to the disposal of the stock of the S. P. Mining Company. Mr. Silverman represents that Mr. Parent offered to put at his disposal in August or September several hundred thousands of the shares of the Company to be given in exchange to the dupes of Boston and New York for their gold, silver and precious stones. Silverman says he was offered a heavy percentage for his services as agent. Mr. Parent says Silverman is under a misapprehension. But who is likely to have been mistaken? Parent admits he was very much interested in this litigation. We don't know what Silverman's interest was, but he seemed to think that the day of retribution would come, and that though justice had leaden feet she had iron hands. I have no hesitation in saying that looking at all the circumstances of the case, the lesion, and the creation of the Silver Plume Mining Company, its report, and what I believe to be the simulated transactions in the stock, a very plain case of fraud has been made out, and that the deed of sale of date the 21st of July and the deed of lease of same date should be set aside.

E. Barnard for plaintiff.

J. E. Robidoux for defendant.

SUPERIOR COURT.

MONTREAL, May 14, 1881.

Before TORRANCE, J.

ROWAN et al. v. DUBORD et vir.

Wife séparée de biens—Liability for goods bought for her business by her husband as her attorney.

PER CURIAM. The action was against a married woman, separated as to property by judgment of the Court from her husband, to recover a balance of account for goods sold and delivered. The question is as to whether the sale was to her or to her husband.

The defendants object to the form of the action, but I think the objection to be without foundation. The plaintiffs had a number of dealings with the husband in his own name, but in 1877, his wife took proceedings against him to obtain a judgment of separation as to property. Under this judgment, an execution at the suit of the wife was issued, and the husband signed a return of *nulla bona*. Next, on the 1st April, 1878, she gave him a full power of attorney to dispose of her property and administer her affairs, and on the 6th May, 1878, she signed a declaration that she carried on business alone, under the name of Joseph Richard & Co., as a hotel keeper and vendor of wines and spirituous liquors. The husband made purchases from time to time for the business, but it was only in March, 1879, that the plaintiffs discovered the real position of the husband. They had just delivered wines and liquors to the amount of \$364.90, and their clerk proposed to Mme. Richard to remove them, when she said they were in the house and she would be responsible for them.

Manifestly the business was the wife's and not the husband's, and the plaintiffs have properly brought their action against her as the principal and the vendee for whom the husband bought. Pothier, Mandat, No. 88. No satisfactory proof is made as to the item of interest, \$22.86, which will be struck out, and judgment go for the balance of the account, \$221.19 and costs.

De Bellefeuille & Bonin for plaintiffs.

Prefontaine & Major for defendant.