

would be likely to believe them to be true, and that they were meant to be acted upon. Plaintiff could not be estopped from showing the real fact by other statements made by E. C. to a third party, and, without authority, repeated to defendant.

*W. B. A. Ritchie*, Q.C., for appellant. *H. Mellish*, for respondent.

Ritchie, J.]

MICHAELS v. MICHAELS.

[August 24.

*Married Woman's Property Act of 1884—R.S.N.S., 5th series, c. 94—Action will not lie by married woman against her husband on promissory note—Words "payable to the order of."*

In June, 1892, defendant purchased from J. all her interest in the firm of L. & M., and, as part of the consideration for the purchase, gave her a promissory note, which was made payable to her order. Very shortly after the note was given, L. gave the note to her sister, the plaintiff, as a present, indorsing and delivering it to her at the time. In an action by plaintiff against her husband, the maker of the note, to recover the amount due thereon,

*Held—1.* The words "payable to the order of," indorsed on the note, imported an intention to transfer the note, and constituted a sufficient indorsement.

2. But the plaintiff could not recover on the note as against her husband, the Married Woman's Property Act of 1884, R.S.N.S. (5th series), c. 94, which was in force when the note was indorsed to plaintiff, containing no express authorization of such a contract, and s. 81 of the Act providing that nothing in the Act contained should authorize any married woman to make a contract with her husband otherwise than in the Act expressly mentioned, and it being clear that at common law no such contract could be made.

3. The Married Woman's Property Act, 1898, under which plaintiff might have recovered, did not apply, not having been in force when the note sued on was transferred to plaintiff.

*J. M. Chisholm* and *H. Mellish*, for plaintiff. *W. B. A. Ritchie*, Q.C., for defendant (the Bank of Nova Scotia, which was permitted to intervene).

Townshend, J., in Chambers.]

[September 13rd.

IN RE RYAN.

*Interpleader summons—Service out of the jurisdiction.*

One Cornelius Ryan, who was insured in the Mutual Life Insurance Co., of New York, died and the insurance was claimed by a party in Nova Scotia and a party of Montreal. The insurance company issued an interpleader summons in Nova Scotia and obtained an order ex parte directing service of same on the Montreal claimant. After service, the Montreal