

pany A. had a claim against company B. for £5,100 on debentures of the B. company, and company B. had a cross claim for damages for misfeasance against the A. company for £4,323; both companies were insolvent and were being wound up. The learned Judge held that the claims not being mutual credits were not subject to set off, but that the proper method of distributing the assets of the B. company was to treat the claim due by the A. company to the B. company as paid, and declare a dividend on that basis; but the dividends payable to the A. company were to be set off pro tanto against the debt due by that company to the B. company until the £4,323 should be satisfied.

**MARRIED WOMAN—SEPARATE ESTATE—CONTRACT—ACKNOWLEDGMENT OF LOAN—MARRIED WOMAN'S PROPERTY ACT, 1893 (56 & 57 VICT. C. 63) S. 1 (R.S.O. C. 163, S. 4)—“READY MONEY—EXECUTOR—RETAINER.**

*In re Wheeler, Hankinson v. Hayter* (1904) 2 Ch. 66, is a decision under the Married Woman's Property Act, 1893, s. 1 (R.S.O. c. 163, s. 4), whereby the necessity of the possession of separate property at the date of a contract by a married woman was dispensed with. In the present case a married woman, prior to the Act of 1893, having no separate property, had contracted a loan; after the Act, she acknowledged her indebtedness for the amount of the loan, but it was held by Warrington, J., that acknowledgment did not create binding on her. Another question in the action was, whether the executor of the deceased lender could retain the share the married woman was entitled to as one of the next of kin of the lender to satisfy the loan, but Warrington, J., held, that as there was no legally enforceable debt due to the estate, he could not. The case may also be noted for the fact that the learned judge determined that money on deposit at a bank, withdrawable at fourteen days' notice, is not "ready money," following *Mayne v. Mayne* (1897) 1 I.R. 324.

**PRACTICE—PARTIES—LEGAL ESTATE GOT IN PENDENTE LITE—EQUITABLE ASSIGNER—LEGAL OWNER NOT A PARTY.**

In *Bowden's Patents v. Herbert* (1904) 2 Ch. 86, the plaintiffs being equitable assignees of a patent, commenced an action to restrain infringement, without making the legal owner a party. Pending the action they obtained an assignment from him of the patent. Warrington, J., held, that at the date of the writ the