

purchased by the plaintiff in 1893, while acting as manager of her landed estates, with his own money. The freehold property was conveyed by the vendor to the plaintiff's wife by his directions, and the surrender of leases was to the plaintiff and wife. Under the law at that date a husband was entitled to the rents and profits of his wife's real estate. By s. 4 (1) of the Married Women's Property Act, 1895 (N.B.), real estate belonging to a married woman, not acquired from her husband, is held and may be disposed of by her as a *feme sole*.—*Held*, that the presumption that a purchase by a husband in the name of his wife is intended to be a gift to her was not rebutted by the evidence in the case.—2. That the wife could not alienate the freehold estates so acquired from her husband, at least during his lifetime.—3. That on the purchase of the leases the estate under them merged in the freehold of the wife, and that she could dispose of the whole estate without the husband's consent, and free of any equity in him for repayment of the purchase or money expended by him in making repairs to the property. *De Bury v. De Bury*, 22 C. L. T. 184, 2 N. B. R. 348, 36 N. B. R. 57.

Purchase by wife—Presumption as to title. *Thereau v. Sabine*, 1 E. L. R. 100.

Purchase in wife's name—*Gift*.]—Where property purchased by a husband as a home for himself and wife was, by his direction, conveyed to her, so that the title might be in her in case of his death, it was held that a gift was intended, to take effect upon his death if she should survive him. *Evans v. Evans*, 26 C. L. T. 386, 3 N. B. Eq. 216.

Purchase of land with husband's money in wife's name—*Gift or trust*—*Circumstances rebutting presumption of gift*.]—Action for a declaration that defendants, heirs-at-law of A., are trustees of certain lands for plaintiffs, children of the husband of A. by his second wife. It was so declared as the land in question, although the deed had been taken in A.'s name, was paid for with the husband's money. Sale ordered as more beneficial than partition. *Henderson v. Henderson*, 7 E. L. R. 218.

Savings deposit.]—Where a husband deposits money with a savings company and caused an account to be opened in the names of himself and his wife jointly, "to be drawn by either or in the event of the death of either to be drawn by the survivor," and it appeared by her evidence, uncontradicted, that money of hers went into the account and that both drew from it indiscriminately:—*Held*, that she was entitled as survivor to the whole fund. *In re Ryan*, 20 C. L. T. 426, 32 O. R. 224.

Separation as to property—*Loan of money by wife to husband*—*Deposit as security for obligation*—*Bank simulated deeds*—*Nullity*—*Oral evidence*—*Action*—*Parties*.]—The delivery to the husband, by his wife, separate as to property, of a cheque, the proceeds of which he deposits in a bank, as collateral security for paper discounted by the bank, is a valid loan, and does not violate the prohibition of Art. 1301 C. C., that the wife shall not bind herself, with or on behalf of her husband, otherwise than on behalf of the community.—The nature of the opera-

tion and its validity are not affected by the following declaration, written on the back of the cheque by the manager of the bank: "To guarantee the payment of a draft of \$1,027 on Linaburg O. K., this cheque will be valid only as far as Linaburg shall not pay the whole draft, or shall demand a reduction, or shall make a reclamation after having sold the hay."—2. A simulated deed is void and non-existent. Oral evidence is admissible to establish that a sale of land by a husband to the father of his wife and one to her by the heirs of her deceased father, in reality disguise a voluntary transfer by the husband to the wife in violation of Art. 1265, C. C.—3. These deeds may be adjudged void in an action to which the husband and wife are parties, and it is not necessary that the representatives of the wife's deceased father should be brought in. *Augé v. La Banque D'Hochelaga*, 34 Que. S. C. 481.

Separation as to property—*Marriage contract*—*Gift to wife*—*Earnings*—*Savings*.]—A wife separate as to property, the donee under the marriage contract of a sum of money payable by her husband on demand, who, for a number of years, receives all his earnings, out of which she is proved to have saved and appropriated an amount exceeding that of the gift, has no further claim therefor upon him or his estate. Any savings, the result of her thrift, economy, and good management, belong to the husband, and can in no manner be the property of the wife, as earnings or otherwise. *Bruneau v. Lefevre*, 34 Que. S. C. 173.

Transfer of promissory notes by husband to wife—*Schemes to defraud creditors*.]—Plaintiffs having judgment against the defendant husband, seized under *fi. fa.* certain promissory notes given by M. to the husband but the renewals were to the defendant's wife. *Held*, that the notes were the husband's, his evidence being uncorroborated, and the property for which they were given, being his. *Shaw v. Dennison*, 10 W. L. R. 304.

HYDRAULIC LEASE.

See MINES AND MINERALS.

HYDRAULIC REGULATIONS.

See MINES AND MINERALS.

HYDRAULIC WORK.

See WATER AND WATERCOURSES.

HYDRO-ELECTRIC POWER COMMISSION.

See CONSTITUTIONAL LAW—MUNICIPAL CORPORATIONS—PLEADING.

HYPOTHEC.

See GIFT—LEAS—MORTGAGE—REGISTRY LAWS—VENDOR AND PURCHASER.

HYPOTHECATION.

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