dation by his creditors, and his wife sought to rank upon his estate for both claims, on the ground that she and her husband had often "reckoned up" what sums he had got from her from time to time, but the assignee contested the claim as there were no entries of the transactions on the books of the insolvent, and nothing in writing to show the existence of any debt whatever.

Hughes, Co. J.—I think with regard to a large portion of this claim, that, under the rule laid down in the case of *Lett* v. *Commercial Bank*, 24 U. C. R. 552, I must hold the claimant precluded from the right to recover, for, apart from the Statute of Limitations, if the wife chooses to give her own money to her husband, to enable him either to carry on his business, or to be used as the common fund of the family of her husband and her daughter and herself, or if she gave him money out of her own personal separate estate to enable him to purchase goods, or pay off his debts, or keep good his credit, it then becomes his money, and as set forth in the judgment of Hagarty J., at page 561 of the case above noted, "It can hardly be believed that the legislature intended that a large amount of rents received by a married woman from her separate estate should be employed in buying a stock of goods with which the husband might open a shop, contract debts with various persons, and that, neither the goods, nor the moneys received from their sale, could be touched by his creditors."

The parties were married since 1859, and there was no ante-nuptial contract. The former husband of the claimant devised certain property to her, out of which she derived an income to her own use and to the use of her daughter. That money, when received by the claimant, was handed over, from time to time, to this insolvent, her present husband, without any memorandum or entry of any kind being given or made to evidence or show its being a loan to her husband. And with the exception of the money referred to in the fourth paragraph, I think I must hold their occasionally reckoning up how much money he had got from her from time to time in that way did not constitute it a debt proveable against his estate. On the contrary I must and do hold that she *gave* it to him to enable him to carry on his business and keep good his credit, and for the common good of the whole family—to promote their prospects and interests in life, and that it was "controlled and disposed of" by the insolvent, with the consent of the claimant, and that no *chose in action* or claim, as for a debt, could or did arise in respect thereof. Under the circumstances which appear in this contestation, she could give away all such moneys just as she might choose to any person, or invest them in securities and dispose of the accumulation as she might please; or she might apply them to the support of her husband and his family, and, in many other ways, enjoy the substantial benefits of the statute protecting her separate property, without subjecting her husband to an action, as for a debt or as for money loaned in respect thereof.

I do not think the numerous cases cited in the argumeut, by the claimant's counsel, are at all analogous to this case. I think the payment by the claimant to the insolvent, her husband, of the moneys received by her on the rent of her former husband's farm, which was her separate estate, has no right to be treated as a debt, for, according to my views of the intention of the parties, under the circumstances set forth in the evidence, it operated as a reduction of so much into the possession of the insolvent, her husband, and cannot be recovered back, especially as there is no evidence furnished by any entry in his books of a contrary intention, in fact no entry at all.

Then as to the claim of the $800 and the interest thereon, it was, after being handed to the insolvent to be paid to his creditors, secured by a title made to herself and the insolvent jointly, of the fee simple of and in a house in Aylmer. This title she afterwards parted with, and conveyed her interest to the insolvent, because, as she herself says, his credit would be better—that she received no consideration whatever for making that conveyance; there never was any writing between them in respect of her giving up that title and interest, and there never was any reckoning of what, it