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Gift or
— Improvi-
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— Jarris v.
t. 831.

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Practice.]
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v. Paradis, 21
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Limitations —
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Act.] — In 1876
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had been advanced by her by way of loan, her claim was barred by Statute of Limitations. There is no reason why the Statute of Limitations should not be applied to a claim by a wife against her husband to recover a loan from him, in the same way as if she was not his wife.—*Held*, also, that, though she was executrix under the will of her husband, she had no longer any right of retainer in respect of her alleged debt, inasmuch as by her own acts, that is, first by registering no claim within the twelve months allowed for this purpose, and then treating the property as vested in the defendants, the heirs of her co-devisor, who had previously died, she put the assets out of her own possession and control. *In re Starr, Starr v. Starr* 21 C. L. T. 592, 2 O. L. R. 762.

Loan to wife — Benefit of husband — Hypothecation of wife's property — Void contract — Duty of lender to see to application. — Where a loan is obtained by a married woman separated as to property from her husband, with hypothecation of her real estate, it is sufficient to shew that the money, although handed to her in the form of a cheque payable to her order, was not used by her, but was given to her husband, in order to bring the contract within the prohibition of Art. 1301, C. C.—2. The law does not require that the person from whom a wife obtains a loan should know that it is for the benefit and use of her husband. It is for the lender to exercise proper caution, and to see to the due employment of the money for the purposes of the wife. Even in the case of a deception by the wife, as to the use to which the money is to be applied, the contract of loan is nevertheless null. *Trust and Loan Co. v. Kerouack*, 12 Que K. B. 281.

Loan to wife — Benefit of husband — Security by sale of land with right of redemption — Void contract — Knowledge of lender. — A loan contracted by a wife separate as to property—the security for the loan being given in the form of a sale with right of redemption of her immovable property, instead of in the form of a hypothecation—is null and void as contrary to the prohibition contained in Art. 1301, C. C., where the proceeds of such loan are to be used, with the knowledge of the lender, for the exclusive benefit of the husband. Judgment in *Q. R. 20 S. C. 329*, reversed. *Kerouack v. Gauthier*, 12 Que. K. B. 285.

Moneys advanced by husband to enable wife to purchase land — Resulting trust — Evidence — Sale by wife — Notice by trust to purchaser — Payment to wife after notice — Recovery by husband — Lien of wife for moneys of her own used in purchasing property. — In an action by a husband against his wife for a declaration of trust, the evidence shewed that the wife had received from the husband the money for the purchase of a homestead, the conveyance of which was taken in the wife's name. A purchaser from her received notice that she was not a widow, and notwithstanding that, before completing the agreement for sale, he received notice from the husband's solicitors warning him, he did complete it:—*Held*, that there was a resulting trust in favour of the husband. — A purchaser, in the foregoing circumstances, proceeded to anticipate the agreement for sale by accepting an immediate conveyance:—*Held*, that the plaintiff should

recover from the purchaser the amount of purchase money which he had paid to secure such immediate conveyance. *Dudgeon v. Dudgeon and Parsons*, 6 W. L. R. 346, 13 B. C. R. 179.

Moneys borrowed on insurance policy on life of husband of which wife is beneficiary. — Separate property of wife — Business of wife — Interest of husband — Moneys derived from business — Execution against husband as member of partnership — Property liable to satisfy execution — Declaratory judgment — Inquiry — Reference — Costs. *Hagboom v. Hill*, 8 O. W. R. 352, 815, 970.

Moneys paid for release of inchoate right to dower. — C. S. N. B. c. 78, s. 4 (2). — *Praud on husband's creditors — Intent.* — Money paid to a wife by her husband to secure her execution of a mortgage of lands of which she is dowerable, under an agreement that she is to receive half of the money advanced, is not money received by the wife from her husband during coverture, within the meaning of the qualifying part of s. 4, 2 of c. 78, C. S. N. B. 1903, and if it is an honest and bona fide transaction, entered into in good faith, cannot be impeached as a fraud against the husband's creditors. *Cornier v. Arseneau*, 3 E. L. R. 263, 38 N. B. R. 44.

Promissory note — Obligation by wife with husband. — A promissory note made by a wife to the order of her husband, and indorsed by him, is not, in the absence of any evidence that the note was signed by the wife for her husband, a contravention of Art. 1301, C. C., as constituting an obligation contracted by the wife with her husband. *Dupuis v. McFarish*, 21 Que. S. C. 455.

Promissory note signed by wife at husband's request — Absence of fraud — Husband acting as agent for bank — Absence of independent advice. — Action upon a promissory note made by husband and wife:—*Held*, that husband as agent of bank obtained wife's signature, who had no independent advice. Action dismissed as against wife. *La Banque National v. Usher*, 13 O. W. R. 896.

Promissory notes — Transfer of, by husband to wife — Scheme to defeat creditors — Evidence — Declaration that notes exigible under judgment against husband. *Shaw v. Dennison* (Man.), 10 W. L. R. 304.

Prospective gift of money by husband to wife. — Attachment by judgment creditor of wife. — It is essential to a gift inter vivos that the donor should actually divest himself of his ownership in the thing given; and the following clause in a marriage contract does not constitute such gift:—“*En considération dudit futur mariage le dit futur époux fait don à ladite future épouse d'une somme de \$800 courant, à prendre sur ses biens les plus apparents, et avant tout autre créancier.*” And such sum cannot be attached in the hands of the husband under a writ of *saisie-arrest* issued by a creditor, upon a judgment against the wife. *Payé v. Beauchamp*, 20 Que S. C. 220.

Purchase of land — Gift — Presumption — Surrender of lease — Merger — Lien. — Freehold property and leaseholds, the reversion in which was vested in the plaintiff's wife by devise under her father's will, were