

LOCAL OPTION BY-LAW.*Application to quash.*

See MUNICIPALITY, 4.

MARITIME LIEN.

See COMPANY, 3.

MARRIED WOMAN.

Married woman—Liability on contract—Separate estate—Power of attorney—General and restrictive clauses.—Debts contracted by a married woman in carrying on a business or employment, occupation or trade, on her own behalf separately from her husband, may be sued for as if she were an unmarried woman, that is, without regard to separate estate.

When suing a married woman it is necessary to prove one of two things. It must be proved that she is carrying on a business or employment, occupation or trade, separate from her husband, and that the liability sued upon arose out of, or was contracted in connection with that separate business or employment, occupation or trade. Or, it must be shown that the married woman is possessed of separate property, upon which it may be presumed she intended the liability incurred, or contract entered into, and which is the subject matter of the suit, should attach, and out of which it should be paid.

As plaintiff proved neither of these a non-suit was entered.

Wishart v. McManus, 1 M. R. 213, followed.

A power of attorney was given by defendant to her husband on a form supplied by a Bank; it contained power and authority to do for defendant, and in her name,

five separate and distinct classes of business, and proceeded, "and further, to manage and transact all manner of business whatsoever with the branch of the Bank of British North America in Winnipeg, their manager or other officer duly authorized." The note sued on was signed by defendant's husband under this power.

Held, that the clause in the power, "for me and in my name to make, draw, accept, transfer and endorse in favor of all parties whomsoever, all promissory notes, bills of exchange," &c., conferred a general power that was not limited or restricted by the subsequent clauses that referred specially to the Bank.

As to the defence that the defendant did not make the note, the plaintiff would be entitled to succeed. *Velie v. Rutherford*, 168.

Separate estate—Next friend.

See REAL PROPERTY ACT, 5, 7.

MASTER'S OFFICE.

Opening up reference after same closed—Admissibility of further evidence—Surprise—Discovery of new evidence—Diligence—Corroborative evidence—New trial.—The plaintiffs filed a bill to foreclose a mortgage, by which interest was reserved at the rate of nine per cent. per annum. The defendants allowed the bill to be taken *pro confesso*, but attended on the taking of accounts in the Master's office. The mortgage was long overdue. By the Master's report, interest was allowed at the rate of nine per cent., after the principal money became due. The defendant appealed, on the ground that