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MARRIED WOMEN.

IN modern legislation relating to the property of married women, the phrase "as if she were a *feme sole*" frequently recurs. Are these words to be construed strictly, as meaning absolutely that which they imply, with all their logical consequences, or are they to be taken as illustrative, merely, of the position which it was intended to describe, and not, in effect, declarative that wherever conjugal rights interfere with the rights of property the latter must prevail.

Mr. Justice Armour, in the now celebrated case of *Clark* v. *Creighton*, *45 U. C. R. 514*, takes the language as he finds it, and throws the responsibility upon the Legislature. In a somewhat racy and sarcastic dissenting judgment, he says: "The avowed object of the Legislature, in passing an Act, as made known to the public by the discussion that takes place upon the Bill in its passage through the Legislative Assembly, and the intention of the Legislature, in passing the same Act, as extracted by judicial process, are often widely different. This process as applied to the ninth section, produced this—that when the Legislature there said that any married woman might be sued or proceeded against, it did not intend that any married woman might be sued or proceeded against, but only that any married woman who had separate estate, and that separate estate only of a particular quality, might be sued or proceeded

against; nor did it intend that any married woman so having such separate estate of such a particular quality might be sued or proceeded against, but only that such separate estate of such a particular quality might be proceeded against; *and that when the Legislature there used the words, 'as if she were unmarried,' it did not intend to use those words, and that the section should be read as if they were struck out.*"

It is apparent, however, that an Act which provides that a married woman may enjoy her property, as if she were sole and unmarried, cannot relieve her of all the troubles (if any) pertaining to her married condition. If she be allied to a brute, the statute cannot make her joyful—in short does not divorce her. If, then, the family mansion belong to the wife, can she insist upon enjoying it as if she were sole and unmarried, and can she, for that purpose, invoke the assistance of the law to keep her husband off the premises? If she were unmarried she could enjoy her property as she pleased, and have such company as she chose to select. Does the statute, in effect, permit a married woman to do the same thing? If the language is to be taken absolutely, it does.

The point arose in the case of *Symonds* v. *Hallett*, reported in the issue of the English *Law Times* of the 1st December. A motion was made for an injunction, restraining the husband of the plaintiff from entering upon, or taking or continuing in, possession of the house in which the plaintiff resided, and which had been settled to her separate use. Mr. Justice Chitty granted the injunction. He said: "It appears to me I shall be acting in accordance with several decisions, which are founded on this, that the Court protects the married woman in the enjoyment of her separate estate, not only against the husband's creditors, but against the husband himself. It was said the effect would be that the order would operate as a divorce *a mensa et thoro*; and that in no case had the Court carried a trust for separate use to that extent. . . . . The husband will be entitled, at once, to take proceedings, if he is

advised so to do, in the proper division of the High Court, against the wife for restitution of conjugal rights, and he can, out of his own property (for I understand from Mr. Ince that he carries on a large business) provide a house for the wife and ask her to reside there." What a husband who is not carrying on a large business, can do, the Judge does not say. The motion was appealed, and the order affirmed, on the unsatisfactory ground "that the husband was proposing to go to the house, not for the purpose of associating with his wife, as a husband, but for the purpose of using the house as a house," and the Judges expressly reserved their opinion upon the abstract question. Cotton, L. J., said, "The question raised here is one of the very utmost importance, and it must not be supposed, by my concurring in what is the view of the other members of the court, that the injunction should not be disturbed; that I look with the slightest favor on the contention of the plaintiff's counsel that there is a right, in the case of a married woman being entitled to a house for her separate use, that she should come to a court of equity to restrain her husband at her will and pleasure from entering there. I shall not decide the question now in any way, because the opinion of the court, in which I concur, is, that under the circumstances of the case, it would not be desirable to discharge this injunction. But, in my opinion, it will have to be seriously considered whether there is, in the creation of a court of equity—which separate estate is—anything which would entitle a wife to exclude her husband from the place where she is residing and from coming there to exercise the rights he has of a husband. Undoubtedly, Courts of Equity have said that, where property is settled to the separate use of a married woman, she is, as regards that property, to be considered as if she were a *feme sole*. That is so; and, as regards protecting the property against the interference by the husband, if he wishes to deal with it as his property, and to deprive his wife of the property in it, then, undoubtedly, courts of equity do interfere, and it is their duty so to do; but where it is not interference with the property, assuming it is the property of the wife,

and the husband has no right to interfere with the property *qua* property, it is a very different thing to say that she, a married woman, can insist on a court of equity preventing her husband entering the house. To say that she is *feme sole* is a mere hypothesis and an imagination, because she has a husband, though as regards property she is to be considered as a *feme sole*. Expressions are used that she is entitled to be there in all respects as a *feme sole*, and to be protected against her husband's acts as if he were a stranger. That is very true as regards the property. But is the husband to be considered a stranger because the property is vested in her for her separate use? That is a point which those who assert that the husband is to be considered a stranger must prove very conclusively to me. No doubt it does seem to be the principle of those decisions to which we have been referred; but it is a principle which I do not in any way favor."

While upon this subject it may be well to note a few points connected with the liability of a married woman in respect of contracts and torts.

Contracts.—In Ontario, Cap. 125 of the Revised Statutes, Sec. 20 (of which the Manitoba Statute assented to 25 May, 1881, Cap. 11, Sec. 78, is a copy), enables a married woman to maintain an action, in her own name, for the recovery of any of her separate property; gives her the same remedies, against all persons whomsoever, for the protection, and security, of such property, as if it belonged to her as an unmarried woman; and concludes as follows: "And any married woman may be sued, or proceeded against, separately from her husband, in respect of any of her separate debts, engagements, contracts or torts, as if she were unmarried." Many cases have been decided in Ontario as to the effect of this section upon the wife's power to contract, and; notwithstanding the very general language of the section, it has been repeatedly held that her contracts are to be treated as having been made merely with reference to the separate property, if any, to which she was entitled at the time of making such contracts, and that although she

may (and must) be sued alone upon such contracts, there can be no recovery against her *in personam*, but the judgment must be in the nature of a decree charging the separate property, and awarding execution against it alone. See *Amer* v. *Rogers*, *31 U. C. C. P., at pp. 199, 200; Lawson* v. *Laidlaw*, *3 Ont. A., pp. R. 77.*

Torts.—In *Bishop on the Law of Married Women, vol. 2, sec. 254*, it is said that "It is not true, speaking accurately and scientifically, that the husband is answerable for the torts of his wife. . . . The liability . . . of the husband for the wife's torts grows merely out of the fact, that by the rules of the common law, a suit cannot be maintained against a wife alone during coverture."

In *Capel* v. *Powel*, *17 C. B. N. S., 747*, Erle, C. J., said that Marriage does not give a cause of action against the husband. Whilst the husband lives, and the relation continues, he must be joined in all actions for his wife's debts and trespasses. If the husband dies the action goes on against the wife. If the wife dies the action abates—*because the husband is not liable.*"

In *Amer* v. *Rogers*, *31 U. C. C. P., 195*, it was contended that the Section 20 quoted above was merely permissive, and that in an action of tort the plaintiff was at liberty to join the husband as a defendant, but it was held otherwise, and, as the Statute had removed the impediment to proceeding against the wife alone, that the husband was no longer even a proper party, because he was not liable, and was formerly joined for conformity only.

It must be observed that the position of a married woman as regards liability for her separate contracts, and for her torts, during coverture, is essentially different. She is bound by her civil torts just as if she were dis-covert, and whether she has separate property or not. But her contracts though valid as against her property, cannot be sued upon at law, or in equity, either during or after coverture, so as to bind her person. See *Amer* v. *Rogers*, *31 U. C. C. P., 195.*

As to the right of a married woman to sue in her own name for torts suffered by her, see *James* v. *Barraud*, *49 L. T. N. S.*, *300.*

Quasi Torts.—The distinction just mentioned is important and will, in the future, call for difficult application. In the *Liverpool Adelphi Loan Association* v. *Fairhurst*, *9 Ex. 422*, it was held that an action would not lie, against a husband and wife, for a false and fraudulent representation by the wife to the plaintiff, that she was sole and unmarried at the time of her signing a promissory note as surety to him for a third person, whereby the plaintiff was induced to advance a sum of money to that person. Pollock, C. B., said that "A *feme covert* is unquestionably incapable of binding herself by a contract; it is altogether void, and no action will lie against her husband, or herself, for a breach of it. But she is undoubtedly responsible for all torts committed by her during coverture, and the husband must be joined as a defendant. They are liable, therefore, for frauds committed by her on any person or for any other personal wrong. But when the fraud is directly connected with the contract with the wife, and is the means of effecting it, and parcel of the same transaction, the wife cannot be responsible, and the husband be sued for it together with the wife."

In *Stone* v. *Knapp*, *29 U. C. C. P.*, *605*, it was held that coverture was a good plea to a declaration alleging that the defendant (the married woman), by falsely, and fraudulently, representing to the plaintiff, that she was authorized by her husband to order certain goods, and to pledge his credit therefor, induced the plaintiff to furnish the goods, whereas in fact she had no such authority. Hagarty, C. J., adopted the following language of Erle, C. J., in *Wright* v. *Leonard*, *11 C. B. N. S.*, *258* (which see): "It seems to me that a false representation, by which credit is obtained, is in its nature more fit to be classed with contracts than with wrongs. It is in substance a warranty of a debt, and so a contract." In this view the plaintiff should have replied separate estate, or, perhaps, recast the declaration, so as to

make it more apparently in contract, and then, to a plea of coverture, replied separate estate.

Conveyance by husband to wife, or wife to husband. Upon these points see *Baddeley* v. *Baddeley, L. R. 9 Ch. D. 113; Fox* v. *Hawks, L. R. 13 Ch. D., 822; Sanders v. Malsburg, 1 Ont. R., 178.*

PROFESSIONAL MORALITY.

IT is one of the most important functions of a Law Journal to insist upon the observance of professional morality and etiquette. With this object, and as a warning to all concerned, we print Sec. cccxlii. of Cap. 9 of the Revised Statutes: "In case an attorney, wilfully, and knowingly, acts "as the professional agent, or partner of any person not, "qualified to act as an attorney, or suffers his name to be "used in any such agency or partnership, on account of any "unqualified person, or sends any process to such person, or "does any other act to enable such person to practise in any "respect as an attorney, knowing him not to be duly quali- "fied, and in case complaint be made thereof in a summary "manner to the benchers, and proof be made thereof upon "oath to the satisfaction of the said benchers, the attorney "so offending may, in the discretion of the benchers, be "struck off the roll, and disabled from practising as such "attorney, and the Court of Queen's Bench may commit "such unqualified person to any common gaol or prison as "for contempt, for any period not exceeding one year."

The existence of this statute seems to be either unknown or it is regarded as repealed. Acting for Ontario attorneys (who are "unqualified persons," so far as we are concerned), upon agency terms, is as much a breach of this statute as allowing a student, residing in one town, to practise under the name of an attorney residing in another.

A similar statute in England is rigidly enforced, as may be seen by reference to the English Law Journal for December 1, 1883, at page 652. The sentences in the cases there reported were not too severe. The attorneys were struck off the rolls, and the "unqualified persons" sent to prison for six months. Lord Coleridge said that "a greater misconduct can hardly be committed by any solicitor than to lend his name to an unqualified person to enable him to act as a solicitor in any action or suit. Anyone can see that that is about as grave an offence as a solicitor can possibly commit.

THE STATUTES.

IT is related that, in Mosaic times, a Hebrew infant was hidden for three months because he was "a goodly child." The Queen's Printer cannot urge the same reason for having kept his latest bantling—Vol. I. of the Statutes of 1883—concealed from the public for nearly half a year. Shame, not pride, may have been the actuating motive. The book is full of blunders. The second page of the volume is entitled "Errata." The third is devoted to the same subject and corrects the second. The fourth—well, the error-compiler must have succumbed, for his work proceeds no further. The edition should be re-called, and the proof-reader discharged.

The Interpretation Act provides that "all copies of Acts, public or private, printed by the Queen's Printer, shall be evidence of such Acts, and of their contents." The Errata are not copies of Acts, and are not, therefore, evidence of anything. The Acts, as printed, are evidence of the originals, and in *Regina v. Poyntz* secured the release of a prisoner, although it was apparent to everyone that when the printed copy of 45 Vic. cap. 36, sec. cv. sub.-sec. 2 provided that an hotel license shall be construed to mean a license for selling liquor in quantities of not *less* than one quart to be

drunk in the house, it should have read *more* than one quart.

There are some peculiarities, however, for which the Queen's Printer may well plead *respondeat superior*. For example, what is meant by cap. 37, which provides that notaries public, appointed by the Lieutenant-Governor in Council, "shall have, use and exercise the power of drawing, passing, keeping and issuing any deeds and contracts, charter-parties and other mercantile instruments in this Province, and also of attesting any commercial instrument that may be brought before him for public protestation (*sic*) and otherwise of acting *as usual in the office of notary*." Has there been a race of notaries doing all these things in this part of the world in early times, whose office still in contemplation of the law continues, or to what else is the reference "as usual in the office of notary."

Again, in cap. 28, it is provided that "covenants for title in any deed of conveyance (*sic*), deed of mortgage (*sic*), or deed of lease (*sic*), whether such deed be made in pursuance of the Act respecting short forms of indentures, or otherwise, shall operate as an estoppel against the covenantor and all persons claiming title under him." What was intended, no doubt, was that where there were covenants for title, either absolute or extending only to the acts of the covenantor, such covenants should operate so as to pass by estoppel, any estate in the land which the covenantor afterwards acquired. All that the statute does say is that a covenant for title shall estop the covenantor. Of course it will. It always did. A covenant for title did not in this respect differ from any other covenant. Before another Act is prepared, reference should be made to the following cases: *General Finance Mortgage and Discount Co. vs. Liberator Permanent Benefit Building Society, L. R., 10 Ch., D. 15; Keate v. Phillips, L. R., 18 Ch. D., 560; and Trust and Loan Company vs. Ruttan, 1 Sup. Ct. R. 564.*

IMPORTANT DECISIONS.

Heaven v. Pender, L. R. 11 Q. B. Div. 503; 49 L. T., N. S. 357. Court of Appeal.

Negligence—Breach of Duty—Injury to Stranger.

ONE G——, a master painter, contracted with a ship-owner to paint a ship, then lying in the defendant's dock. The defendant, the dock-owner, contracted with the ship-owner to erect a staging round the ship for the purposes of the painting. Whilst the plaintiff, who was in G's employment, was engaged in painting, the staging gave way, owing to the defective condition of a rope which supported it, in consequence of which the plaintiff fell and was injured. In an action for damages for such injuries: *Held* (reversing the judgment of Field & Cave, JJ.), that the defendant was under an obligation to the plaintiff to use ordinary care and skill in order to supply a safe staging, and therefore the plaintiff was entitled to recover. The reasoning of Brett, M.R., is so unusually good, that a somewhat lengthy extract must be given:—"Actionable negligence consists in the neglect of the use of ordinary care or skill towards a person to whom the defendant owes the duty of observing ordinary care and skill, by which neglect the plaintiff, without contributory negligence on his part, has suffered injury to his person or property. The question in this case is whether the defendant owed such a duty to the plaintiff. If a person contracts with another to use ordinary care or skill towards him or his property, the obligation need not be considered in the light of a duty; it is an obligation of contract. It is undoubted, however, that there may be the obligation of such a duty from one person to another, although there is no contract between them with regard to such duty. Two drivers meeting have no contract with each other, but under certain circumstances they have a reciprocal duty towards each other. So two ships navigating the sea. So a railway company, which has contracted with one person to

carry another, has no contract with the person carried, but has a duty towards that person. So the owner or occupier of house or land who permits a person or persons to come to his house or land has no contract with such person or persons, but has a duty towards him or them. It should be observed that the existence of a contract between two persons does not prevent the existence of the suggested duty between them also being raised by law, independently of the contract, by the facts with regard to which the contract is made, and to which it applies an exactly similar but a contract duty. We have not in this case to consider the circumstances in which an implied contract may arise, to use ordinary care and skill to avoid danger to the safety of person or property. We have not in this case to consider the question of a fraudulent misrepresentation, express or implied, which is a well-recognised head of law. The questions which we have to solve in this case are—what is the proper definition of the relation between two persons, other than the relation established by contract or fraud, which imposes on the one of them a duty towards the other to observe, with regard to the person or property of such other, such ordinary care or skill as may be necessary to prevent injury to his person or property?—and whether the present case falls within such definition. When two drivers or two ships are approaching each other, such a relation arises between them, when they are approaching each other in such a manner that, unless they use ordinary care and skill to avoid it, there will be danger of an injurious collision between them. This relation is established in such circumstances between them, not only if it can be proved that they actually know and think of this danger, but whether such proof be made or not. It is established, as it seems to me, because anyone of ordinary sense who did think would at once recognise that if he did not use ordinary care and skill under such circumstances there would be such danger. And everyone ought, by the universally recognised rules of right and wrong, to think so much with regard to the safety of others who may be jeopardised by his conduct; and if, being in such circumstances, he does not think, and in consequence

neglects, or if he neglects to use ordinary care or skill, and injury ensue, the law, which takes cognizance of, and enforces, the rules of right and wrong, will force him to give an indemnity for the injury. In the case of a railway company carrying a passenger with whom it has not entered into the contract of carriage, the law implies the duty, because it must be obvious that unless ordinary care and skill be used the personal safety of the passenger must be endangered. With regard to the condition in which an owner or occupier leaves his house or property, other phraseology has been used which it is necessary to consider. If a man opens his shop or warehouse to customers it is said he invites them to enter, and that this invitation raises the relation between them which imposes on the inviter the duty of using reasonable care so to keep his house or warehouse that it may not endanger the person or property of the person invited. This is in a sense an accurate phrase, and, as applied to the circumstances, a sufficiently accurate phrase. Yet it is not accurate if the word "invitation" be used in its ordinary sense. By opening a shop you do not really invite—you do not ask A. B. to come in to buy, you intimate to him that if it pleases him to come in he will find things which you are willing to sell. So in the case of a shop, warehouse, road, or premises, the phrase has been used that if you permit a person to enter them, you impose on yourself a duty not to lay a trap for him. This, again, is in a sense a true statement of the duty arising from the relation constituted by the permission to enter. It is not a statement of what causes the relation which raises the duty. What causes the relation is the permission to enter and the entry. But it is not a strictly accurate statement of the duty. To lay a trap means, in ordinary language, to do something with an intention. Yet it is clear that the duty extends to a danger, the result of negligence without intention. And with regard to both these phrases. though each covers the circumstances to which it is particularly applied, yet it does not cover the other set of circumstances from which an exactly similar legal liability is inferred. It follows, as it seems to me, that there must be some larger proposition which involves and

covers both sets of circumstances. The logic of inductive reasoning requires that, where two major propositions lead to exactly similar minor premises, there must be a more remote and larger premise which embraces both of the major propositions. That, in the present consideration, is, as it seems to me, the same proposition which will cover the similar legal liability inferred in the cases of collision and carriage. The proposition which these recognised cases suggest, and which is, therefore, to be deduced from them, is that whenever one person is by circumstances placed in such a position with regard to another that everyone of ordinary sense who did think would at once recognise that if he did not use ordinary care and skill in his own conduct with regard to those circumstances he would cause danger of injury to the person or property of the other, a duty arises to use ordinary care and skill to avoid such danger. Without displacing the other propositions, to which allusion has been made as applicable to the particular circumstances, in respect of which they have been enunciated, this proposition includes, I think, all the recognised cases of liability. It is the only proposition which covers them all. It may, therefore, safely be affirmed to be a true proposition, unless some obvious case can be stated in which the liability must be admitted to exist, and which yet is not within this proposition. There is no such case."

The two following cases, read in connection with the above, will give an accurate idea of the latest exposition of this branch of the law.

Cunnington v. *The Great Northern Railway Company; 49 L. T., N. S., 392. Court of Appeal.*

Carrier—Duty as to delivery of goods—Damage resulting from delivery of wrong goods.

A statement of claim alleged that defendants were common carriers; that C. and B. were in the habit of sending empty casks by defendants' railway to plaintiff, which plaintiff filled with ketchup and returned; that defendants, by their agents and servants, knew the purpose for which the casks were delivered to plaintiff; that defendants negligently

and improperly delivered to plaintiff, as C. and B.'s casks, certain other casks not belonging to C. and B., and which had contained turpentine; that plaintiff not knowing, or having reasonable means of knowing, that the empty casks delivered were not C. and B.'s, filled them with ketchup which was spoiled.

Held (affirming the judgment of Cave and Day, JJ.), on demurrer, that the statement of claim showed no duty on the part of the defendants which could give rise to a cause of action, and therefore they were not liable.

A quotation from the judgment of Brett, M.R., showing how he applies the principle of the last case to these circumstances, is given:—"In the statement of claim there is an allegation of negligence, and therefore the question is, whether there are sufficient circumstances disclosed to raise a duty on the part of defendants to use reasonable care towards the plaintiff in respect of the negligence charged. Now, I myself am prepared to say that, wherever the circumstances disclosed are such that, if the person charged with negligence thought of what he was about to do, or to omit to do, he must see that, unless he uses reasonable care, there must be at least a great probability of injury to the person charging negligence against him, either as to his person or property, then there is a duty shown to use reasonable care. The question, therefore, comes to this: Are the circumstances stated sufficient to show that, if the defendants had thought about the delivery of the casks, they must have at once seen that, unless they used reasonable care in that particular, there must, in all probability, be injury to the plaintiff's property? . . . The breach of duty of which the defendants are supposed to have been guilty is at the moment of the delivery of the casks to the plaintiff. Now, is it true to say then that if they had thought at all they would have thought this: 'If we deliver turpentine casks there must in all human probability be injury to property'; can anyone affirm that proposition? In order to do so you must affirm this—that if they had thought at all they were bound to think that the plaintiff would use the casks with-

out examining them, so as to see that they were turpentine casks. Can anybody say that, in the ordinary course of any business, casks which are to be sent empty for the purpose of being filled with something, would not be examined at all so as to discover whether there was in those casks such a thing as the dregs of turpentine? It seems to me impossible to affirm that, and, unless you can affirm that, you do not show that, if the defendants had thought of the duty which is alleged against them, they must have seen that if they acted negligently there must be injury to the plaintiff's property. The case, therefore, although I do not say it is far from the line, is wanting in an allegation of fact to my mind to bring it within the line."

Batchelor v. *Fortescue*, *49 L. T., N. S., 442.*

Negligence—Bare Licensee.

K. was the owner of a plot of land, on part of which warehouses had been erected, while on the residue excavations were being carried out by F., who had contracted with K. for that purpose. B., who was employed by K. to watch K.'s materials and buildings, was standing under an iron tub in which earth was being raised by F.'s men, when the chain holding the tub broke, and the tub fell on him, thereby causing his death. It was not necessary for B. to stand under the tub to watch the buildings and materials. In an action against F. to recover damages under Lord Campbell's Act (9 and 10 Vic., c. 93):

Held, that B. was a bare licensee upon the spot where he was standing, and that therefore he stood there subject to all the risks of being there, there being no obligation on F. to take due and reasonable care of him.

This case was likened to *Ivay* v. *Hedges*, *L. R. 9, Q. B. Div. 80.* In that case the plaintiff, a tenant of apartments, had a licence from his landlord to use, if he liked, a certain leaden roof to dry his clothes on. There was a defect in a rail which was situate upon this roof and which was known to the landlord. The plaintiff went upon the roof for the purpose of removing some linen which was there, when his foot slipped, and, the rail being out of repair, he fell through

to the court-yard below, and was injured. It was held that, inasmuch as the plaintiff had a mere licence to use the roof if he wished, there was no duty upon the defendant to fence it, or keep the fence in repair.

MORE JUDGES.

WE are happy to be able to announce, upon the authority of the Attorney-General, that arrangements have been completed with the Dominion Government, for the appointment of an additional judge, and that it is the intention of the local authorities to establish the office of Master-in-Chambers, with the view of relieving the judges of the daily routine of chamber work. Legislation will be necessary to carry out both of these projects, but, to obviate delay, an Act will be passed and assented to at the commencement of the ensuing session. The relief, though long delayed, will be grateful both to bench and bar. Our judges have worked as never judges worked before, day after day, from ten in the morning till six in the evening, practically without cessation. Although having but one court-room, the three judges have sat continuously, making use of, at one time, the chamber-room, at another the reporters' room, at another the barristers' robing room, at another the court-house board-room, and sometimes even devoting their own private room to the public service. Holidays and working days are all alike to the Chief Justice. Night as well as day must, to all the judges, differ only because of the absence, or presence, of the bar and witnesses. Judgments must be written, and night is the only time left for consideration and determination of the many difficult and important questions constantly arising.

We trust that members of the local bar may be appointed to the new offices. Resolutions to this effect have twice been unanimously adopted at meetings of the bar, and it is safe to say that any appointment of outsiders would be unpopular, not only with the profession, but also, we believe, with the public. Manitoba is old enough to stand alone.