

which resent the service on their subjects, without their leave, of process of the courts of other nations, and for this reason the alteration has been made in this rule, and a specific distinction between serving the process itself and giving a courteous notice of it has been drawn by Ord. 11, r. 6." (Ont. C. R. 232.)

PRACTICE—COUNTER-CLAIM—DEFAULT IN PLEADING—JUDGMENT ON COUNTER-CLAIM—  
ORD. 27, R. 11—(ONT. C. R. 727).

In *Higgins v. Scott*, 21 Q. B. D. 10, it was held by Pollock, B. and Charles, J., in accordance with *Buckhards v. Thurm*, cited in Snow and Winstanley's Annual Report for 1888, p. 379, that when a plaintiff makes default in pleading to a counter-claim for trespass, the only way the defendant can obtain judgment on the counter-claim, is by motion under Ord. 27, r. 11. (Ont. C. R. 727.)

PRACTICE—JUDGMENT AGAINST MARRIED WOMAN FOR DEBT CONTRACTED BEFORE MARRIAGE.

*Downe v. Fletcher*, 21 Q. B. D. 11, was an action against a husband and wife to recover a debt contracted by the wife before marriage, which took place after the coming into operation of the Married Women's Property Act, 1870, and the amending Act of 1874, but before the Act of 1882, and upon a motion for judgment which was referred to the Divisional Court, Lord Coleridge, C.J., and Mathew, J., held that it was unnecessary to show that the female defendant had separate property at the date of the judgment, but was entitled to judgment against the wife as against her separate property according to the form settled in *Scott v. Morley*, 20 Q. B. D. 132.

LANDLORD AND TENANT—ASSIGNMENT—SURRENDER BY ASSIGNEE OF PART OF PREMISES—  
—LIABILITY OF ASSIGNOR ON COVENANT.

*Baynton v. Morgan*, 21 Q. B. D. 101, is a decision of a Divisional Court (A. L. Smith and Cave, JJ.), upon an appeal from a County Court, and the point decided was this: The plaintiff demised a house and premises to the defendant by deed containing a covenant by the lessee to pay the rent; the lessee assigned the term, the assignee by agreement with the lessor surrendered a small part of the demised premises, upon which was a scullery; and the plaintiff in consideration of his so doing paid the assignee £25, and erected a new scullery on another part of the demised premises; the present action was brought by the lessor against the original lessee, who contended that the effect of the surrender of a part of the demised premises was to create a new term as to the remainder of the property, and consequently to release him from liability on his covenant. The court were, however, unanimous that a surrender of part of the demised premises by an assignee does not have this effect. Counsel for the plaintiff conceded that the surrender of a part of the premises would entitle the lessee to a proportionate abatement of the rent; but Cave, J., without deciding the point, expressed the opinion that the lessee was entitled to no such abatement, that the liability of the lessee arising on contract, if he was liable at all, he was liable for the full amount of rent covenanted to be paid.