

and Kay, L.J.J.) refused to give effect to this contention, and reaffirmed what was laid down in *Holtby v. Hodgson*, 24 Q.B.D. 103, that a judgment against a married woman, though only enforceable against her separate estate not subject to a restraint on anticipation, is precisely the same as a judgment against an unmarried woman, except that in the case of a married woman there is no remedy on the judgment against her personally, such as by committal to prison or by proceedings in bankruptcy, unless she trades separately from her husband. The theory that a judgment against a married woman is a mere judgment *in rem* seems, therefore, to be abandoned.

NONSUIT BY JUDGE ON COUNSEL'S OPENING ADDRESS—NEW TRIAL.

In *Fletcher v. London & North-Western Ry. Co.* (1892), 1 Q.B. 122, the Court of Appeal (Lord Esher, M.R., Lopes and Kay, L.J.J.) were unanimous that a judge at the trial cannot, against the will of the plaintiff's counsel, order a nonsuit upon the opening address of the plaintiff's counsel, and they set aside the nonsuit entered by Wright, J., under such circumstances, with costs, and directed the costs of the former trial to abide the result of a new trial.

PROBATE—ADMINISTRATION WITH WILL ANNEXED—EXECUTRIX AND SOLE LEGATEE UNABLE TO BE FOUND—GRANT TO REPRESENTATIVE OF NEXT OF KIN OF TESTATRIX.

In *the Goods of Ley* (1892), P. 6, the sole legatee and executrix named in a will had not been heard of for forty years. Upon proof that she had been duly cited by advertisement, and that the Solicitor of the Treasury did not intend to apply for administration to her estate, a grant of administration with the will annexed was made to the representative of the next of kin of the testatrix.

PROBATE WILL.—NOMINATION OF EXECUTORS WRITTEN UNDER ATTESTATION CLAUSE—SUBSTITUTED EXECUTOR AND ATTESTING WITNESS.

In *the Goods of Greenwood* (1892), P. 7, a will contained no nomination of executors in the body of it, but below the attestation clause were the words "executors W.G. and C.S." There was an asterisk before these words, and an asterisk before the word "executor" wherever it occurred in the will. It was proved that these words were written before the execution of the will. After the execution the testator directed the name of "C.S.," who was also an attesting witness, to be erased with a knife, both in the place where he was nominated as an executor, and also where he had signed as a witness, and he directed the name of "W.S." to be substituted in both places, but did not re-execute the will, the original name being visible notwithstanding the erasure. Jenne, J., held that the nomination of executors in its original form was valid and should be included in the probate, and that the name of "C.S.," both as an executor and as attesting witness, must be restored.

ADMIRALTY—COLLISION—LATENT DEFECT IN STEERING APPARATUS—NEGLIGENCE—ONUS PROBANDI.

From *The McIntosh Prince* (1892), P. 9, two or three points of admiralty law may be learned. The action was brought by the owners of the *Catalonia* against the owners of the *Merchants Prince* for damages for a collision which took place by the latter vessel running into the former while at anchor in broad daylight.