

convict the respondent of a breach of The Betting Act (15 & 16 Vict., c. 119), (see Cr. Code, s. 197). The evidence disclosed that the place where the alleged offence took place was a *bona fide* club, and that the respondent was a member of the club, and had betted with other members who resorted to the club, and it was held that this was not an offence against the Act.

MARRIED WOMAN—RESTRAINT ON ANTICIPATION—JUDGMENT AGAINST MARRIED WOMAN—MARRIED WOMAN'S PROPERTY ACT, 1882 (45 & 46 VICT., c. 75), s. 1, ss. 1, 2, 3, 4, s. 19—(R.S.O., c. 132, ss. 2, 20).

In *Loftus v. Heriot*, (1895) 2 Q.B. 212; 14 R. Aug. 238, the Court of Appeal (Lord Esher, M.R., and Kay and Smith, L.JJ.) have determined, following their decision in *Hood Barrs v. Cathcart*, (1894) 2 Q.B. 559 (noted *ante* vol. 30, p. 678), that where a married woman is entitled to property subject to a restraint against anticipation the arrears of income which have accrued, but have not been paid to her when judgment is recovered against her, cannot be made exigible to answer the judgment. The effect of these decisions is that where there is property subject to a restraint against anticipation, there is no means for a judgment creditor of the wife making it available in execution, no matter when the income accrues. The restraint is good, and protects the fund from the creditor until it actually reaches the hand of the married woman. Whether it could even then be seized by the sheriff remains yet to be determined.

INTERPLEADER—SEPARATE CLAIMS BY DIFFERENT PARTIES.

In *Greatorrex v. Shackle*, (1895) 2 Q.B. 249; 15 R. Sept. 195, the question was raised whether an interpleader could properly be granted under the following circumstances: The plaintiffs, who were auctioneers, sued the defendant for £35 12s. agreed commission for the sale of a house. A second firm of auctioneers also claimed £25 from the defendant for commission in respect of the same sale of the same house. The Divisional Court (Wills and Wright, JJ.) were of opinion that it was not a proper case for an interpleader.

MASTER AND SERVANT—WRONGFUL DISMISSAL—DISSOLUTION OF FIRM OPERATES AS A DISMISSAL OF SERVANT OF FIRM—DAMAGES.

*Brace v. Calder*, (1895) 2 Q.B. 253; 14 R. Aug. 201, was an action by a servant for wrongful dismissal. The facts of the case