

## FLOTSAM AND JETSAM.

those for] whose use it is intended. His books are essentially practical; but, for this very reason the one before us is of no present use in this country, though interesting to all who may wish to know the practical working of the English Courts as at present established. The work is of an elementary character, but complete so far as it goes. The time may soon come when this and kindred works will be more sought after in this Province.

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HUSBANDS BEWARE. — Mr. Justice Fry has added a new terror to matrimony. A lady who was left executrix under a will had in hand upwards of £400 invested in Consols. In that condition of things she married; and after her marriage, and without disclosing her state of coverture, and without the knowledge of her husband, she sold out of the Funds and spent the money. After this she died, and then an action was brought to compel her innocent husband to refund the money. Thereupon Mr. Justice Fry ordered payment by the husband, with interest at the rate of 4 per cent. from the death of the wife. At common law no liability attached to the husband after the wife's death, but in equity the liability survived. In the face of this judgment it becomes necessary for intending husbands to make diligent inquiries, and, perhaps, to administer full and searching interrogatories to their intended brides. From the days of Benedict to those of Thistlethwaite and Nunn, the perils and dangers of the married state have been very great. But this case of *Stewart v. Stewart*, reveals a pit more dreadful than any of those into which those unlucky men fell. Perhaps in future marriage settlements the lady will be called upon to find a trustee to enter into a covenant to hold the husband indemnified against a call of this character.

COMPULSORY LIQUIDATION IN QUEBEC. — We inserted last week a note of a decision in the case of *Anderson v. Gervais*, in which the Court held that it had no jurisdiction to permit a trader, against whom a writ of compulsory liquidation had issued, to continue his trade while the contestation of the attachment was pending. This decision was opposed to one rendered in 1876, in *Fisher v. Malo*, Bainville, J., in which it was held that the Judge may, under special circumstances, permit the insolvent to continue his trade. In that case the writ of compulsory liquidation had been quashed, but an appeal had been taken from the judgment. The Court held that the judg-

ment had the effect of giving back to the trader the possession of his effects, and he was allowed to continue his trade while the case was pending in review. This decision has been followed by the Court of Review in *Anderson v. Gervais*, the decision noted last week being reversed. The Court of Review holds that a trader may be allowed to continue his business, pending proceedings to set aside a writ of compulsory liquidation, on giving security to the full value of his stock. — *Legal News*.

AN INTRICATE QUESTION, LOGICALLY DECIDED. — Four men in India, partners in business, bought several bales of Indian rugs, and also some cotton bales. That the rats might not destroy the cotton, they purchased a cat. They agreed that each of the four should own a particular part of the cat; and each adorned with beads and other ornaments the leg thus apportioned to him. The cat, by an accident, injured one of her legs. The owner of that member wound around it a bag soaked in oil. The cat, going too near the hearth, set this rag on fire, and being in great pain, rushed in among the cotton bales, where she was accustomed to hunt rats. The cotton and rugs thereby took fire, and they were burned up — a total loss. The three other partners brought a suit to recover the value of the goods destroyed against the fourth partner, who owned this particular leg of the cat. The Judge examined the case, and decided thus: — "The leg that had the oiled rag on it was hurt: the cat could not use that leg; in fact, it held up that leg, and ran with the other three legs. The three unhurt legs, therefore, carried the fire to the cotton, and are alone culpable. The injured leg is not to be blamed. The three partners who owned the three legs with which the cat ran to the cotton will pay the whole value of the bales to the partner who was the proprietor of the injured leg."

GREAT LAWYERS AT DRILL. — Ellenborough and Eldon were both turned out of the awkward squad of Lincoln's Inn corps for awkwardness. The former's attempt at this military training gave him an opportunity to utter a memorable jest. When the drill serjeant reprimanded the company for not preserving a straiter front, the great judge replied, "we are not accustomed to keeping military step, as this indenture witnesseth."

GENERAL NOTES. — It is related of Judge Walter T. Colquitt, an old-time justice of the Georgia Supreme Court, that he once condemned a man to be hanged, preached a sermon, reviewed the militia, married two couples at night, and then conducted a prayer meeting — all in one day.