

a leasehold, and the question turned on whether, by entering into the contract without any opportunity of inspecting the lease, the defendant was to be deemed to have had constructive notice of the existence of certain onerous covenants in the lease, the existence of which was the ground on which he refused to carry out the contract. Stephen, J., before whom the case was tried, held that the defendant had such notice; but the Court of Appeal (Lord Esher, M.R., Fry and Lopes, L.JJ.) overruled him on this point. Fry, L.J., who delivered the judgment of the Court, considers the case was governed by *Hyde v. Warden*, 3 Ex. D. 72, although, in that case, the purchase of a sub-lease was in question; and, on page 528, he says, "that there is great practical convenience in requiring the vendor, who knows his own title, to disclose all that is necessary to protect himself, rather than in requiring the purchaser to demand an inspection of the vendor's title deeds before entering into a contract, a demand which the owners of property would in some cases be unwilling to concede, and which is not, in our opinion, in accordance with the usual course of business in sales by private contract."

HUSBAND AND WIFE—SEPARATION—ACTION BY WIFE TO RECOVER MAINTENANCE—
STATUTE OF FRAUDS.

McGregor v. McGregor, 20 Q. B. D. 529, is a case which marks the crumbling away of old ideas regarding the relationship of husband and wife. The action was brought by the wife against her husband to recover six weeks' arrears of maintenance, agreed to be paid to her by the defendant as one of the terms of an agreement for separation. It was objected that the parties could not contract with each other without the intervention of a trustee; and also that the agreement was not to be performed within a year, and was, therefore, void under the Statute of Frauds, because it was not in writing. But the Divisional Court (Stephen and A. L. Smith, JJ.) overruled both objections, holding that the agreement for separation was valid, that it was competent for the parties to enter into such a contract without the intervention of a trustee, and that it was one that could be enforced by the one against the other. As to the point raised as to the Statute of Frauds, the court held that, as the action was merely to recover six weeks' arrears—even if the agreement were one within the Statute—the plaintiff was entitled to recover as for money paid at the defendant's request, the consideration being executed, following *Knowlman v. Bluett*, 9 Ex. 307.

WINDING-UP ACT—ACTION AGAINST LIQUIDATORS—STAYING ACTION—COMPANIES ACT,
1862, s. 87—(R. S. C. C. 129, s. 16.)

Graham v. Edge, 20 Q. B. D. 538, was an action brought against the official liquidators of a company after a winding-up order had been made, to recover rent charged on property which had vested in the defendants as liquidators. The leave of the court had not been obtained to the bringing of the action, and the defendants applied to stay the proceedings. Huddleston, B., and Manisty, J., stayed the proceedings, holding that the action was in effect one against the company, though Manisty, J., expressed some doubt on the point.