

their servants. The County Court judge decided that the railway company's servants had been guilty of "wilful misconduct" in packing the second consignment with wood chips, but the Divisional Court (Lord Alverstone, C.J., and Kennedy and Ridley, JJ.,) held that they had not, because it did not appear that those who actually placed the goods on the cars knew that what they were doing was injurious to the goods; and mere negligence on the part of the defendants' servant, who had been warned of the injury to the first lot in not giving notice to the servants employed in actually shipping the second consignment, was not "wilful misconduct" within the meaning of the contract.

HUSBAND AND WIFE—MARRIED WOMAN—SEPARATE PROPERTY—
ACTION BY WIFE AGAINST HUSBAND FOR DETENTION OF SEPARATE PROPERTY—MARRIED WOMEN'S PROPERTY ACT 1882 (45-46 VICT. c. 75), ss. 12-17—(R.S.O. c. 163, ss. 15, 19).

In *Larner v. Larner* (1905) 2 K.B. 539 the plaintiff, a married woman, sued her husband for the return of her separate property detained by him. For the defendant it was contended that a married woman could not sue her husband in detainue, that the right to sue her husband conferred by the Married Women's Property Act 1882, s. 12 (R.S.O. c. 163, s. 15), only enabled her to take proceedings "for the protection and security" of her separate property, which did not include the right to bring such an action as detainue. That the plaintiffs' proper remedy was by a summary application under s. 17 (R.S.O. c. 163, s. 19). The Divisional Court (Lord Alverstone, C.J., and Phillimore and Jelf, JJ.,) however, overruled these contentions and determined that under s. 12 the plaintiff was entitled to bring the action, and that s. 17 did not limit the right of the plaintiff under s. 12.

SALE OF GOODS—CONTRACT FOR DELIVERY IN INSTALMENTS—REPUDIATION OF CONTRACT BEFORE TENDER OF GOODS—WAIVER BY BUYER OF PERFORMANCE OF CONDITIONS PRECEDENT—INFERIORITY OF PART OF GOODS TENDERED.

Braithwaite v. Foreign Hardware Co. (1905) 2 K.B. 543 was an action to recover damages for breach of contract for the sale of rosewood. The wood was to be delivered in instalments and cash was payable against each of bill of lading. Before the first instalment was tendered the defendants repudiated the whole contract, on the ground that the plaintiffs had violated an alleged collateral agreement not to sell rosewood to any other firm than the defendants'. This agreement, the judge at the