

*The Dominion Loan and Investment Company v. Kilroy*, 14 O. R. 468, may serve as an illustration of the present muddle in which the recent decisions have brought the law relating to married women's rights of property. In this case the husband failed in business, and then, under power of attorney from his wife, he applied to a firm and obtained a stock of goods on her credit and responsibility. She had no capital whatever at the time the goods were purchased. The husband carried on the business as his wife's agent, and it was held that the goods were the goods of the wife and not of the husband. But if the wife had been sued for the price of the goods she would have had, according to *Palliser v. Gurney*, 19 Q. B. D. 519, a good defence, because she had no separate property at the time the contract for the purchase of these goods was made! so that the creditors of both husband and wife would be effectually baulked.

AN old subscriber and correspondent takes exception to the advertisement of a legal firm in a country town wherein they are called "Barristers, etc.," the fact being that the only member of the firm who is entitled to that distinction is a Q. C., living in Toronto, his country partner being a solicitor only. This sort of thing is wrong and unprofessional, because in the first place it states what is not a fact, and secondly because it tends, whether intended or not, to deceive the public, and looks like an attempt to gain an improper advantage over other professional men in the same locality. If the young man who desires to be thought a barrister cannot make a living as a solicitor on his own merits, and without the thoughtful assistance of the shadow of a Q. C. living a hundred miles or so distant, he had better turn his attention to some other calling. The Q. C. himself would do well to take the hint and consider the situation.

IN a recent case before the Divisional Court of *Watt v. Clark*, a judgment was set aside and a new trial ordered upon payment of all costs, on the ground that the judgment was entered by consent of counsel who had acted without authority. The action was for defamation, and at the trial, in the defendant's absence, his counsel agreed to a compromise whereby the action was practically withdrawn, the defendant paying all costs. On the settlement being communicated to the defendant he repudiated it, and subsequently moved the Divisional Court to set aside the judgment with the result above stated. This case is an instance of the way in which the same state of facts sometimes receives a diametrically different treatment by different Courts, for it appears that on the 28th November, just a few days before, the English Court of Appeal had refused to set aside a judgment obtained under just the same circumstances. That case is *Matthews v. Munster*, noted 84 L. T. 79, which was an action for malicious prosecution. In the course of the trial, in the absence of the defendant, his counsel agreed upon a compromise. Upon coming into court later he repudiated it, and subsequently moved the Divisional Court for a new trial. But the Divisional Court (Stephen and Wills, JJ.) refused the motion, and their decision was affirmed by the Court of Appeal, which court held that the client hands over to the advocate complete