

debts [contracted before marriage] as if she had continued unmarried."—*London & Provincial Bank v. Bogle*, 7 Ch. D. 773.

2. When a wife sues for separate estate, the husband should be made a defendant, not a plaintiff. The Judicature Act has not changed the practice.—*Roberts v. Evans*, 7 Ch. 830.

3. Under the Married Women's Property Act, 1870, the husband must still be joined as defendant when an action is brought against the wife to charge her earnings in a pursuit carried on by her apart from her husband.—*Hancocks v. Demeric-Lablache*, 3 C. P. D. 197.

See *Married Women*.

*Infant*.—By the marriage settlement, made under the direction of the court, of a young lady then "an infant of seventeen years and upwards," certain property of hers was vested in trustees, among other things to reinvest the same, "with the consent of" the said infant and her husband, and after the death of either with the consent of the survivor, and after the death of the survivor, at the discretion of the trustees. The wife had the first life-interest. *Held*, that the wife, though an infant, could give her "consent" to a reinvestment, as contemplated by the settlement. She could exercise a power, though coupled with an interest.—*In re Cardross's Settlement*, 7 Ch. D. 728.

*Injunction*.—See *Partnership*, 2; *Trade-mark*; *Way*.

*Insurance*.—By the terms of a lease, dated September 29, 1870, the lessee had the option to purchase the premises at an agreed price, by giving notice before Sept. 29, 1876, of his intention to do so. The lessor covenanted to insure, and did insure. May 6, 1876, the buildings were burnt down, and the lessor received the insurance money. Sept. 28, 1876, the lessee gave notice of his intention to purchase, and claimed the insurance money as part payment. The lease contained nothing as to the disposition of the insurance money. *Held*, that the lessee was not entitled to it. *Lawes v. Bennett* (Cox 167) criticised; *Raynard v. Arnold* (L. R. 10 Ch. 386) explained.—*Edwards v. West*, 7 Ch. D. 858.

*Interest*.—See *Waiver*.

*Joint Tenant*.—See *Trust*, 1.

*Judgment*.—The plaintiff sued defendants, to recover a penalty for violation of the Sunday statute, 21 Geo. 3, c. 49. The action

was brought Aug. 17, 1877, in respect of a violation of Sunday, August 15. October 20, one R. brought suit against the defendants to recover for all the Sundays from and including August 15, to the date of the writ. Judgment in this suit went by default, and was pleaded in bar by defendants when plaintiff's suit came up. It appeared that defendants' attorney got R. to allow the use of his name to bring the suit, in order to cut off suits by others for the penalty, and in order to gain time to apply to the Home Secretary for a remission of the penalties; that R. never intended to enforce the judgment, or to have any thing further to do with the matter, but that he did not know of the suit brought by the plaintiff. *Held*, that R.'s judgment was obtained by covin and collusion, and could not be pleaded in bar of plaintiff's suit; and, moreover, the claim of plaintiff for the penalty became a debt from the date of his writ, and was not affected by subsequent suits.—*Girdlestone v. The Brighton Aquarium Co.*, 3 Ex. D. 137.

*Jurisdiction*.—See *Arbitration*.

*Laches*.—See *Principal and Agent*.

*Landlord and Tenant*.—1. In a lease of a large new warehouse, the lessor covenanted that he would "keep the roof, spouts, and main walls and main timbers of the said warehouse in good repair and condition." There was also a provision, that, "in case the said warehouse . . . shall . . . be destroyed or damaged by fire, flood, storm, tempest, or other inevitable accident," there should be a reduction or discontinuance of rent until the building should be again tenantable. While the warehouse was being used by the tenant in a reasonable manner for the purpose which it was let for, the upper-floor beams broke, and two of the outer walls cracked and bulged, so that extensive repairs were made by the lessor, during the progress of which the tenant could not occupy the building. The lessor brought an action against the lessee for the amount expended in repairs, and the latter made a counter-claim for the rent paid by him under protest in respect of the time consumed in making the repairs. *Held*, that the covenant to keep "in good repair" meant such a condition as such buildings must be in, in order to answer the purpose for which they are used. If this particular building was in poor repair when leased, it was not