ported to be made, only authorized the order when there was a personal liability on the part of the judgment debtor to pay the debt, and that a judgment in the form above given created no personal liability. And furthermore, that the property the defendant married woman had, being subject to a restraint against anticipation, was not, in fact, property within the intent and meaning of the Act.

LIBEL—DISCOVERY.

In *Marriott* v. *Chamberlain*, 17 Q. B. D. 154, an application was made to compel the plaintiff to make further discovery under the following circumstances. In the course of an election contest the plaintiff had publicly charged the defendant with having written and sent a certain letter for the purpose of gaining a monopoly in his trade, and he stated that he had seen a copy of the letter, that his informant was a solicitor of high standing, and that two of the letters existed, one in the keeping of an eminent banking firm, and the other in the hands of a firm of manufacturers. Subsequently the defendant published a statement denouncing the plaintiff's statement as untrue, and the letter referred to as a fabrication, for which the plaintiff brought the present action of libel. The defendant pleaded that the alleged libel was true, and sought to compel the plaintiff to disclose the names and address of the "solicitor of high standing," and also of the firms alleged to hold the letters in question. The plaintiff sought to evade this discovery on the ground that he intended to call these parties as witnesses, but the Court of Appeal (affirming the order of Mathew, A. L. Smith and Field, JJ.,) held that the defendant was entitled to the discovery.

MARRIED WOMAN—TORT COMMITTED DURING COVERTURE—LIABILITY OF HUSBAND—MARRIED WOMAN'S PROPERTY ACT, 1884, ONT.

Seroka v. *Kattenburg*, 17 Q. B. D. 177, is one of the numerous cases which show how very difficult it is for the legislature, when dealing with the rights of married women, to effectuate what may presumably be considered to have been its real intention. Formerly, as our readers are aware, by the common law the husband by virtue of the marriage became the owner of his wife's personal property, and also a very substantial interest in her real estate. By various statutes, supposed to be in accordance with the necessities of modern civilization, all this has been changed, and a husband has now been virtually deprived of all interest in his wife's property, real or personal, during her lifetime. The common law, while giving the husband extensive rights in his wife's property, also imposed on him certain liabilities, and he was answerable for her torts committed during coverture. It now appears from this case that although the Married Women's Property Acts have divested the husband of the rights he was formerly entitled to in his wife's property, they have nevertheless left him burthened with the responsibility for her torts. The action was for libel by the female defendant. Her husband, who was made a co-defendant, contended that the statement of claim disclosed no cause of action against him, but the court (Mathew and A. L. Smith, JJ.,) held that the Act of 1882, though relieving a husband of liability for torts committed by his wife before coverture, left him responsible for those committed by her during coverture, notwithstanding the provision enabling the wife to be sued without her husband. We cannot believe that this carries out the real intention of the legislature.

PRACTICE—NOTICE OF MOTION RETURNABLE ON DIES NON—AMENDMENT.

In *Williams* v. *De Boinville*, 17 Q. B. D. 180, a notice of motion had been given returnable on a day on which the court did not sit, "or so soon thereafter as counsel could be heard." The opposite party appeared at the next sitting of the court and took the objection; but the court (Manisty and Mathew, JJ.,) allowed the notice of motion to be amended. See *McGaw* v. *Ponton*, 11 P. R. 328.

EXECUTION CREDITOR—GARNISHEE ORDER—PAYMENT INTO COURT—RECEIPT OF DEBT.

The short point determined by Manisty, J., in *Butler* v. *Wearing*, 17 Q. B. D. 182, is that where, in consequence of a third party intervening in a garnishee application, the money attached is ordered to be paid into court to abide further order, that does not constitute a receipt of the money by the attaching creditor as against a trustee in bankruptcy of the judgment debtor, even though the third party withdrew his claim subsequent to the appointment of the trustee