

RECENT ENGLISH DECISIONS.

decreed the wife should be allowed to retain the furniture. A judicial separation was decreed, but the husband and wife afterwards resumed cohabitation. The present action was brought by the wife to recover the furniture; but North, J., held that the resumption of cohabitation put an end to the agreement. He says:

"I think it clearly established by numerous authorities (no case in any way conflicting with them) that when a separation arrangement is made, pure and simple, that arrangement is for the term of the separation, and for no longer. It comes to an end when the separation ends, not because the fact of reconciliation or re-cohabitation makes it void, but it dies a natural death. . . . The parties may in terms say that the arrangement made is not to be operative during separation only; but shall continue during the lives of the parties, whether there is a reconciliation or not. Of course if they do that, the deed is not simply what is generally called a separation deed, but it is a re-settlement, or a settlement going further than a separation deed, pure and simple."

INJUNCTION—TRADE NAME—TELEGRAPHIC ADDRESS.

In *Street v. Union Bank*, 30 Chy. D. 156, an application was made for an interim injunction to restrain the defendants from using the words "Street, London" as a cypher address for telegrams from abroad to themselves, on the ground that the same address had been used for many years in sending telegrams from abroad to the plaintiffs, who carried on business as advertising agents under the name of Street & Co., at 30 Cornhill, London. The consequence of the defendants using the same address was that telegrams intended for the plaintiffs were sometimes sent to the defendants and *vice versa*. But there was no attempt on the part of the defendants to interfere with plaintiffs' business. The injunction was refused. Pearson, J., said:

"All that the Court is asked to prevent is merely inconvenience. Has the Court any right or jurisdiction to interfere in a case of that kind? Is it not a case completely outside the jurisdiction, and a case which ought to be settled between the parties, and left to them to obviate the inconvenience which must arise to one or the other? . . . If Messrs. Street & Co. desire to have telegrams properly delivered, I think they ought to use their proper name and address. I think any one is entitled to adopt as a fancy address for the purpose of telegraphing that which is not any one else's proper name and address."

MARRIED WOMEN—RESTRAINT ON ANTICIPATION—COSTS.

In *re Andrews, Edwards v. Dewar*, 30 Chy. D. 159, was a case in which a married woman who was entitled under a will to the income of a trust fund for her separate use, with a restraint on anticipation, instituted a suit against the trustees (without a next friend), in the course of which she made an interlocutory application which failed. The question was whether the trustees were entitled to an order giving them liberty to retain their costs of the application out of the married woman's income, and Pearson, J., held that they were, notwithstanding the restraint on anticipation. He says:

"The restraint on anticipation is intended for the protection of a married woman outside the Court; it is not intended to enable her to do a wrong in the Court. It does not fetter the power of the Court in any case in which it thinks that she is not entitled to that protection. It does not prevent the Court from directing her income to be applied in payment of the cost of proceedings which she has improperly instituted. By making such an order the Court does not enable the married woman to anticipate her income, but deprives her of it till she has paid what the Court thinks she ought to pay."

DOMICILE—BRITISH SUBJECT IN MILITARY SERVICE OF CROWN.

In *re Macreight, Paxton v. Macreight*, 30 Chy. D. 165, Pearson, J., determined that a British soldier in the service of his own sovereign retains the domicile which he had on entering the service, wherever he may be stationed, even though the domicile he had on entering the service was an acquired domicile and not his domicile of origin. The rule of law he laid down to be this:

"A British subject does not, by merely entering into the British army, abandon his domicile, and the remaining in the army is no evidence of an intention to abandon the domicile which he had at the time when he entered it, but as long as he remains in the army he retains that domicile which he had when he entered it."

MARRIED WOMAN—SEPARATE ESTATE—CONTINGENT INTEREST.

We have already commented on the case of *In re Shakspear, Deakin v. Lakin*, 30 Chy. D. 169, when referring to the earlier report of the case in the *Law Times* (see *ante*, p. 365). It is only necessary here to say that the case is authority for saying that in no case can a