

ity of *Powys v. Blagrove*, 4 D. M. & G. 448, and *In re Cartwright*, 41 Ch. D. 532, that in the case of real estate a tenant for life is not liable for repairs, and that there was no difference in principle in the present case where the land was to be held as personal estate. He therefore directed that the cost of the repairs should be borne by the capital, but held that the tenant for life was liable to keep down the interest on money borrowed for the purpose of such expenditure, or if made out of the capital he should lose the interest on the money so expended.

In a recent case of *Patterson v. Central Canada Loan & S. Co.* the same point was before the Divisional Court on 27th Jan., 1898, and the cases referred to by North, J., were said to be contrary to an earlier decision of Lord Hardwicke; judgment has since been given in accordance with the above case.

MARRIED WOMAN—SEPARATE ESTATE—WIFE EXPENDING MONEY TO PAY HUSBAND'S DEBTS.

Paget v. Paget (1898) 1 Ch. 47 although bearing principally on the effect of an order made under a statute enabling the Court to relieve a wife's property from a restraint against anticipation, of which we have in Ontario no counterpart, may, nevertheless, be noticed for the statement of Kekewich, J., that the doctrine that a wife is entitled to be indemnified by her husband's estate after his death, against loss incurred by contribution out of her separate estate towards payment of his debts, necessarily involves the right to be indemnified by him personally if living.

COPYRIGHT—INFRINGEMENT—SEVERAL REMEDIES FOR SAME WRONG—COMBINING CAUSES OF ACTION—DAMAGES—COPYRIGHT ACT 1842 (5 & 6 VICT., c. 45) ss. 15, 23, 26.

In *Muddock v. Blackwood* (1898) 1 Ch. 58, Kekewich, J., decided that a plaintiff suing for an infringement of copyright may combine in the same action a claim for damages under s. 15, and also a claim in detinue or trover, or if necessary both combined, to recover the infringing copies, or damages for their conversion under s. 23, and that he is not