Rep. 598.) Indeed, should the undertaker recover his charges from the wife's executor, as he may, yet the latter may in his turn recover from the husband. (*Darmody's Case*, Leg. Int., March 7, 1879.) And the Courts seem inclined to hold that a burial merely conforming to the requirements of public decency may not be sufficient, but that it should be suitable to the position of the husband. (*Smyley* v. *Rees*, *sup.*; *Jenkins* v. *Tucker*, 1 H. Bl. 90.)

Apparently the only way for a husband, if he has anything, to avoid paying for the funeral of his wife is for him to die first (sometimes this is a real gain to the wife and her estate); then the principle that the husband's death revokes the wife's authority to bind him comes into play, and his estate gets free of these expenses. (*Lawrill* v. *Kreidler*, 3 Rawle., Pa. 300.)

All this is for our lady readers, whose name is Legion. R. V. R.

RECENT ENGLISH DECISIONS.

The August number of the *Law Reports* comprises 15 Q.B.D. pp. 193-314; 10 P.D. pp. 129-137; 29 Chy. D. pp. 565-749, and 10 App. Cas. pp. 351-437.

MORTGAGE—TRADE FIXTURES.

The right of a mortgagee to fixtures placed on the mortgaged premises, was held in *Sanders* v. *Davis*, 15 Q. B. D. 218, not to extend to fixtures placed by a tenant of the mortgagor who held under a lease made subsequently to the mortgage. This is the decision of a Divisional Court composed of Pollock, B., and Manisty, J. It was conceded that in the absence of any express reservation to the contrary, if the fixtures had been placed by the mortgagor himself on the premises they would have passed to the mortgagee; and it seems a somewhat doubtful proposition, that the mortgagor can give his assignee a privilege which he did not possess himself. This case should be read in connection with the decision of Pearson, J., in *Tottenham* v. *Swansea*, 52 L. T. N. S. 738.

STATUTE OF FRAUDS, S. 17—ACCEPTANCE OF GOODS.

The construction of s. 17 of the Statute of Frauds, that ever fruitful source of litigation, is the subject of discussion in *Page* v. *Morgan*, 15 Q.B.D. 228. The defendant had purchased a quantity of wheat by sample; a number of sacks were delivered under the contract at his premises, and he opened the sacks and examined their contents to see if they were equal to sample, and immediately after gave notice to the seller that he refused the wheat as not being equal to sample; and the question was, whether there had been an acceptance by the defendant sufficient to satisfy the statute. The Court of Appeal affirming the Divisional Court of the Queen's Bench Division, held that there had. The learned Master of the Rolls, adopting the principle laid down in *Kibble* v. *Gough*, 38 L.T.N.S. 204, said:—

"There must be under the statute both an acceptance and actual receipt, but such acceptance need not be an absolute acceptance—all that is necessary is an acceptance which could not have been made, except upon admission that there was a contract, and that the goods were sent to fulfil that contract."

CONTRACT—MARRIED WOMAN—M. W. PROPERTY ACT, 1882.

The English Married Women's Property Act, 1882, is, as was to be expected, giving rise to a plentiful crop of cases. It will be remembered that prior to that Act it had been determined in *Pike* v. *Fitzgibbon*, 17 Ch. D. 454, and other cases, that a married woman's contract only bound such separate property as she had at the date of the contract and continued to have at the time judgment was recovered against her. To remove this absurdity from the law was one of the objects of the English Act, and of our own recent statute (47 Vict. c. 19, O.). In the case of *Turnbull* v. *Forman*, 15 Q. B. D. 234, the Court of Appeal have, however, determined that the provisions of the statute directed to this object (viz., s. 1, ss. 3, 4) have not a retrospective operation, so that as to contracts made by a married woman prior to our statute 47 Vict., the old rule laid down in *Pike* v. *Fitzgibbon* still holds good.

LANDLORD AND TENANT.

In *Hogg* v. *Brooks*, 15 Q.B.D. 256, the Court of Appeal affirmed the decision of Matthew, J., noted *ante* p. 169.