

to allow the wife a weekly sum for maintenance ; and the wife agreeing to maintain herself and her children, and to indemnify the husband against any debts contracted by her. The action was brought to recover six weeks' arrears, and the Court of Appeal (Lord Esher, M.R., and Lindley and Bowen, L.J.J.) held, affirming the decision of the Queen's Bench Divisional Court, 20 Q. B. D. 529 (noted *ante* p. 264), that the action was maintainable, and that the husband and wife could make a valid contract for separation without the intervention of a trustee, by way of compromise of legal proceedings. They also held that the agreement was not an agreement "not to be performed within one year," within the fourth section of the Statute of Frauds, and therefore need not be in writing. As regards the first point, the appellate court considered that as to part of the consideration for the contract, it was executed, by the wife withdrawing the summons against her husband, and living apart from him ; and this being so, it was immaterial whether or not her contract to maintain herself, and to indemnify her husband against debts contracted by her, could be enforced by the husband. Lindley, L.J., points out that the law on this subject has undergone important changes in recent times. Until *Wilson v. Wilson*, 1 H. L. C. 538, it had been considered against public policy for husband and wife to agree to a separation, that decision, however, had established the legality of such agreements. It had been customary to interpose a trustee for the purpose of supplying a consideration in the shape of his covenant, when otherwise there would be none ; but, he said, whenever there is a valid consideration as between husband and wife, there is no need of a trustee. As to the Statute of Frauds, the court was unanimously of opinion that when the agreement distinctly shows upon its face that the parties contemplated its performance to extend over a greater space of time than one year, the case is within the statute ; but that when the contract is such that the whole may be performed within a year, and there is no express stipulation to the contrary, the statute does not apply ; this was the rule laid down by Tindal, C.J., in *Souch v. Sawbridge*, 2 C. B. 808, following *Boydell v. Drummond*, 11 East 142 ; and *Dacey v. Shannon*, 4 Ex. D. 81, in which Hawkins, J., had come to a different conclusion, was therefore overruled.

DOG "GOODS" CONSTRUCTION OF STATUTE—MANDAMUS.

*The Queen v. Slade*, 21 Q. B. D. 433, may be referred to as establishing that under a statute authorizing a magistrate to issue a summons against a person detaining "goods" without just cause, he is authorized to issue a summons against a person who detains a dog without just cause. In other words, that a "dog" is "goods" within the meaning of the statute. And a mandamus was accordingly granted to a magistrate who had refused to issue a summons.

NUISANCE—RAILWAY COMPANY—LOCOMOTIVE AT STATION—NOISE OF STEAM.

*Sinkin v. London and North-Western Railway Co.*, 21 Q. B. D. 453, was an action against a railway company for damages occasioned by the plaintiffs' horse being frightened by the defendants' engine, blowing off steam at a station, whereby