

contracted before marriage. On appeal to the Court of Appeal, Lord Sterndale, M.R., and Scrutton, L.J., disagreed with Lawrence, J., on the question of merger, but they raised another ingenious objection to the appointment of a receiver, inasmuch as they considered that the interest which accrued on the debt before the defendant's marriage was not a debt contracted before marriage, and that a plaintiff cannot, for the purposes of execution, split up his judgment, and as the judgment included a sum not contracted before marriage, the plaintiff was not entitled to a receiver at all, because the appointment could not be limited to that part of the debt contracted before marriage. The Court does not go into detail as to the nature of the interest the Court had in view. If the interest were allowed by way of damages there might be some sort of justification for saying it was a liability not contracted before marriage, but if the interest was, as would appear by the facts as stated, due and payable by virtue of the original contract, then to say that interest was not the subject of the contract before marriage simply because it accrued after marriage, is a process of reasoning hard for ordinary minds to follow. But there were other, and, it seems, more important difficulties in the way of the plaintiff: The trustees of the settlement were not before the Court, and it would be difficult, on principle, to interfere with them in their absence. The plaintiff's remedy would appear to be by way of action to enforce the judgment as against the trust property to which all parties interested would be parties.

LANDLORD AND TENANT—LEASE—COVENANT TO REPAIR—DWELLING HOUSE—DAMAGE BY ENEMY BOMB—LIABILITY OF LESSEE.

*Redmond v. Dainton* (1920) 2 K.B. 256. This was an action by a landlord against his tenant to enforce a covenant to repair. The damage to the demised premises was occasioned by a bomb dropped from an enemy airplane. Darling, J., who tried the action, held that the damage in question was within the covenant, and that the lessee was liable to make it good.

CRIMINAL LAW—DEMANDING MONEY WITH THREATS—HONEST BELIEF IN JUSTICE OF CLAIM—REASONABLE OR PROBABLE CAUSE—LARCENY ACT, 1916 (6-7 GEO. V., c. 50) s. 29 (1)—ACCUSATION OF CRIME—(R.S.C., c. 146, s. 453).

*The King v. Dymond* (1920) 2 K.B. 260. This was a prosecution for sending a letter accusing the person to whom it was sent of crime, and demanding money, and threatening proceedings