"When no rate is fixed by law the carrier is entitled to say on what terms he will carry; he is not obliged to take everything which is brought to his warehouse, unless the terms on which he chooses to undertake the risk are complied with by the person who employs him." And a nonsuit was accordingly entered.

This decision merely relates to the duty of the shipper as regards payment of the carrier's charges. It was not contended that if the charges had been paid the defendant would not have been liable.

(5) The next case relied on in *Hamilton* v. *The G. T. R.* is *Harris* v. *Packwood*, 3 Taunt. 264, decided in 1810. The notice relied upon by the defendant was that he would not be accountable for any package whatsoever above the value of £20, unless entered, and an insurance paid over and above the price charged for carriage, according to their value. The parcel in question was worth £126, but was not entered nor was any insurance paid. The court held that in the absence of proof of express negligence the plaintiff could not recover.

These seem to be the authorities upon which the decision in *Hamilton* v. *The G. T. R.* is based, according to the report. There are several other cases referred to, but as they bear against the decision, I shall quote them in their appropriate connection. The above cases at most appear to decide that prior to the Carriers Act, carriers were permitted, by notice brought home to the shipper, to qualify their common law liability to a certain reasonable extent, and no doubt the cases referred to in *Hamilton* v. *The G. T. R.*, were the strongest which could be found.

But in none of these did the carrier, when paid his reasonable charges for carriage, attempt to contract himself out of liability for the negligence of himself or his servants. Such an encroachment upon the common law would not have been tolerated as will appear, I think clearly, from the authorities to which am about to refer.

(To be continued.)

RECENT ENGLISH DECISIONS.

The July numbers of the *Law Reports* comprise 17 Q. B. D., pp. 137–309; 11 P. D., pp. 69–76; and 32 Chy. D., pp. 245–398.

MARRIED WOMAN—JUDGMENT AGAINST MARRIED WOMAN—RESTRAINT ON ANTICIPATION.

Taking up the cases in the Queen's Bench Division, the first to be noticed is *Draycott* v. *Harrison*, 17 Q. B. D. 147, which is deserving of attention, both in regard to the point of practice involved, but also for the light it throws on the effect of the Married Women's Property Act of 1882, from which our Act of 1884 was taken. A judgment had been obtained against a married woman which, however, contained the special clause, "but that the execution hereon be limited to the separate property of the said defendant not subject to any restraint on anticipation (unless by reason of the Married Women's Property Act, 1882, such property or estate shall be liable to execution notwithstanding such restraint)." The only separate property the defendant was entitled to was an annuity of £180, which was subject, by the terms of the will under which it was payable, to a restraint against anticipation. After the receipt of sufficient instalments of the annuity to have enabled the defendant to satisfy the judgment debt, the plaintiff applied to a County Court Judge, and obtained an order to commit her to prison for 14 days for not paying the debt, having the ability to do so. From this order the defendant appealed. The plaintiff's counsel contended that there was no appeal, but the court, without deciding that question, said that in order to save expense and have the real question determined at once, it would mould the motion into the form of a rule for a prohibition, which would be the appropriate remedy, assuming the judge had no jurisdiction to make the order complained of. And on the merits the court (Mathew and A. L. Smith, JJ.,) set aside the order, holding that the section 5 of the Debtors Act, 1869, under which it was pur-