

REVIEW OF CURRENT ENGLISH CASES.

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STATUTE OF LIMITATIONS—ACTION BY GOVERNMENT DEPARTMENT TO RECOVER MONEY—AGENTS OF CROWN.

Commissioners of Public Works v. Pontypridd Masonic Hall Co. (1920) 2 K.B. 233. This was an action on the part of the plaintiffs representing the Crown, to recover money paid under a mistake of facts. The defendants set up the Statute of Limitations, but Bankes, L.J., who tried the action, held that as the plaintiffs were suing as representatives of the Crown, of whom they were merely agents, the Statute of Limitations did not apply. Under the Ontario Limitations Act, R.S.O. 75, however, the case would be different, as the Crown is expressly bound thereby. See s. 2 (a).

MARRIED WOMAN—SEPARATE PROPERTY—DEBT CONTRACTED BY WIFE BEFORE MARRIAGE—SETTLEMENT—RESTRAINT ON AN- TICIPATION—JUDGMENT FOR DEBT CONTRACTED BEFORE MAR- RIAGE—MERGER—INTEREST ACCRUING ON DEBT AFTER MARRIAGE —RECEIVER—MARRIED WOMEN'S PROPERTY ACT 1882 (45 and 46 VICT., c. 75) s. 19—(R.S.O. c. 149, s. 17).

Rothschild v. Fisher (1920) 2 K.B. 243. This is another instance of the wonderfully ingenious ways in which married women are enabled to escape liability for their debts. The English Married Women's Property Act 1882, s. 19, provides (as does R. S.O., c. 149, s. 17) that a married woman shall, notwithstanding marriage, continue liable to the extent of her separate estate for debts contracted by her before marriage, and that notwithstanding any settlement of her property or restraint of anticipation thereof. In this case the defendant entered into a contract of suretyship for the payment of a certain sum and interest thereon. The principal having made default, the present action was commenced, and, before judgment, the defendant married, and made a settlement of certain bonds of a company of which she was the owner, subject to a charge in favour of her solicitor for costs, and the settlement contained a restraint against anticipation. On the application of the plaintiff, a Master appointed a receiver of the defendant's interest in the bonds so settled. Laurence, J., on appeal set aside the order on the ground that the debt was merged in the judgment, and that was not a liability