

marriage, and became absolutely beneficially entitled to the £3,000. Her father, having never paid the £3,000, died, leaving his widow sole executrix and residuary legatee of his estate, and directed the £3,000 to be paid. The widow died in 1912, without having paid the £3,000, but left a will appointing her daughter, the claimant, one of her executors. It was admitted that the claim of the trustees of the marriage settlement under the covenant was barred by the Statute of Limitations, but it was contended that the claimant, as one of the executors of her mother's estate, had a right to retain the £3,000 out of the assets of her mother's estate. But Joyce, J., who heard the case, considered that the inability of an executor to sue himself, which was the foundation of the right of retainer, did not exist in the present case, because the debt, if any, was due not to the claimant as *cestui que trust*, but to the trustees of the settlement, and the claimant's only right was to sue the trustees. The claim to retain was therefore disallowed.

CONTRACT—SEAT IN THEATRE—LICENSE—FORCIBLE REMOVAL
OF A SPECTATOR WHO HAD PAID FOR A SEAT—ASSAULT—
DAMAGES.

Hurst v. Picture Theatres (1915) 1 K.B. 1 is an interesting illustration of the effect of the Judicature Act in the administration of justice. The facts were very simple. The plaintiff had gone into the defendants' theatre to see moving pictures he paid for, and took his seat; but, after he had been there for some time, and while the show was in progress, the defendants' servants appeared to have come to the conclusion that he had got in without paying. They requested him to go and see the manager, which he declined to do. One of the defendants' servants then took hold of him and forcibly turned him out of his seat, whereupon he left the theatre without further resistance. The action was brought to recover damages for assault and false imprisonment, and the jury found that he had paid for his seat, and awarded him £150 damages. The defendants relied on the well-known case of *Wood v. Lead-bitter*, 13 M. & W. 838, where it was decided that a grant of an easement or incorporeal right affecting land could not be conveyed without deed, and that a ticket to view a race was only a revocable license. But the majority of the Court of Appeal (Buckley, Kennedy and Phillimore, L.JJ.) held that what was at law a mere revocable license would in equity be regarded as an agreement to give a deed sufficient to insure the licensee in getting what he bargained for, and therefore, as equity considers that to be done