

action to obtain payment of arrears of annuity in priority to her husband's creditors, the husband's estate being insufficient to pay his creditors. The Scotch Court of Sessions dismissed the action, and the decision was affirmed by the House of Lords (Lords Herschell, L.C., and Watson, Ashbourne, Macnaghten, and Shand), their lordships being of opinion that, notwithstanding the provision declaring the annuity to be the wife's separate property, it was really a settlement of the husband's property for his own benefit, and could not prevail as against his creditors.

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IN *Municipal Council of Sydney v. Bourke*, 1895, A.C. 433, 11 R., July, 57, an appeal from New South Wales, the Judicial Committee of the Privy Council reiterates the opinion expressed in *Pictou v. Geldert*, 1893, A.C. 524, to the effect that, although a municipality be under a statutory obligation to keep the highways within its limits in repair, yet it is not liable to be sued for damages resulting from its omission to do so in the absence of any statutory provision to that effect. (No statute law here to this effect.)

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THE suit of *Brown v. Jackson*, 1894, A.C. 446, was a patent case in which the appeal was brought from the Supreme Court of Ceylon. The action was to restrain the alleged infringement of the plaintiff's patent, which was for improvements to an old and well-known machine. The alleged infringements had the same object as the plaintiff's improvements, but they effected it in a manner not strictly corresponding to the plaintiff's specification; and it was held by the Judicial Committee that the patentee must be limited strictly to the exact terms of his specification, and that there was consequently no infringement.

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*Méux v. Great Eastern Ry. Co.*, 1895, 2 Q.B. 378, was an action against a railway company to recover damages for the loss of the plaintiff's property. The property in question consisted of the livery of the plaintiff's servant, which was in the custody of the servant, and formed part of his personal luggage while

travelling as a passenger on the defendants' railway, and which had been destroyed owing to an act of misfeasance of the defendant's porter. The defendants sought to escape liability to the plaintiff on the ground that the contract made by the defendants was a personal contract with the plaintiff's servant, who alone had a right to sue; and that the plaintiff could not recover because the goods were not lawfully on the defendants' premises, and Mathew, J., dismissed the action on these grounds; but the Court of Appeal (Lord Esher, M.R., and Kay and Smith, L.JJ.) held that, although the plaintiff was not entitled to recover for breach of contract, she nevertheless had a right of action in tort. The goods were lawfully on the premises of the defendants, having been brought there and accepted by the defendants as part of the servant's luggage, and the injury having occurred through an act of misfeasance, and not a mere nonfeasance, the defendants were directly liable therefor to the plaintiff, notwithstanding the defendants' contract was with the servant.

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IN the case of *Sarson v. Roberts*, (1895) 2 Q. B. 395, the plaintiff leased furnished apartments in the defendant's house; subsequently, and while the plaintiff was in occupation, the defendant's grandchild, who was living in the house, fell ill of scarlet fever, and the plaintiff's wife and child were infected and took the fever, and the plaintiff was put to expense for medical attendance and nursing, and he claimed to recover such expenses as damages for breach of an implied contract that the premises would continue fit for habitation. The action was tried before a County Court judge, who gave judgment for the plaintiff; but the Court of Appeal (Lord Esher, M.R., and Kay and Smith, L.JJ.) set aside the verdict and judgment, and dismissed the action on the ground that although according to *Smith v. Marrable*, 11 M. & W. 5; and *Wilson v. Finch-Hatton*, 2 Ex. D. 336, there is an implied contract that a furnished house is fit for habitation at the commencement of the tenancy, there is no implied contract that it will continue so during the currency of the time.