

sonal representatives of a deceased under-sheriff, who, during the vacancy of the shrievalty, under 3 Geo. I. c. 15, s. 8 (see R. S. O. c. 16, s. 43), had acted as sheriff and received the proceeds of an execution. The Court of Appeal (Lord Esher, M.R., Bowen and Fry, LL.J.) affirming the Divisional Court of the Queen's Bench Division (Day and Wills, JJ.) 19 Q. B. D. 575, held that the defendants were liable.

BILL OF SALE—SPECIFIC DESCRIPTION OF CHATELS.

In *Witt v. Banner*, 20 Q. B. D. 114, the Court of Appeal (Lord Esher, M.R., Bowen and Fry, LL.J.) affirmed the judgment of Wills and Grantham, JJ., 19 Q. B. D. 276, noted *ante* vol. 23, p. 306, and held that "450 oil paintings in gilt frames, 300 oil paintings unframed, 50 water colours in gilt frames, 20 water colours unframed, and 20 gilt frames, at 47 Mortimer street," was not a sufficient description of chattels in a bill of sale.

MARRIED WOMAN—COMMITTAL FOR NON-PAYMENT OF DEBT—MARRIED WOMAN'S PROPERTY ACT, 1882, S. 1, SS. 2; (47 VICT. C. 19, S. 2, SS. 2 (O.).)

*Scott v. Morley*, 20 Q. B. D. 120, is another case throwing light on the meaning and effect of the Married Woman's Property Act, 47 Vict. c. 19, s. 2, ss. 2 (O.). A motion was made in that case to commit a married woman, against whom judgment had been recorded under the corresponding English Act, for non-payment of the judgment debt, but the Court of Appeal (Lord Esher, M.R., Bowen and Fry, LL.J.), reversing Kekewich, J. (before whom, however, the point raised by the appeal was not taken), held that no personal liability was incurred by a married woman against whom a judgment was recovered by virtue of the Married Woman's Property Act of 1882, and therefore she was not liable to committal for non-payment.

RAILWAY, BUILDING BY—LANDS INJURIOUSLY AFFECTED—COMPENSATION.

The points decided in *The Queen v. Poulter*, 20 Q. B. D. 132, are important. The question involved, was the right of a lessee to compensation under the following circumstances:—A railway, in the exercise of its statutory powers, commenced to build a warehouse which was intended to be one hundred feet high. If the warehouse had been actually built to the proposed height, it would have injuriously affected the light of a warehouse whereof the claimant was lessee for an unexpired time of fourteen years, which could be determined by six months' notice on 11th November next. The lessee gave notice to the railway company, and required them to say whether they would take over the lease, or whether he should give notice to determine the tenancy. The company refused to interfere, and the claimant then, of his own motion, gave notice to determine the tenancy. There was no evidence that at this time the railway company's building had so far progressed as to affect the light of the claimant's warehouse. The claimant afterwards claimed compensation from the company for injuriously affecting his lands. The Court of Appeal (Lord Esher, M.R., Bowen and Fry, LL.J.) held, reversing the Queen's Bench Division, that the act of the claimant