

RECENT ENGLISH DECISIONS.

The profession are much indebted to those of their body who have spent so much time and energy in this labour of love.

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The *Law Reports* for November comprise 19 Q. B. D. pp. 509-567; and 36 Chy. D. pp. 113-261.

INFANT—NECESSARIES—EVIDENCE.

Commencing with the cases in the Queen's Bench Division, *Johnstone v. Marks*, 19 Q. B. D. 509, is the first to claim attention. In this case Lord Esher, M.R., and Lindley and Lopes, L.JJ., sitting as a Divisional Court of the Queen's Bench Division, held that where an infant is sued for the price of goods sold to him on credit, he may, for the purpose of showing that they were not in fact necessities, give evidence to show that at the time of the sale he was sufficiently provided with goods of the kind supplied. The judge at the trial, on the authority of the well known case of *Ryder v. Wombwell*, L. R. 4 Ex. 32, held that in order to entitle a plaintiff to succeed it was sufficient to show that the goods supplied were of the class which the law regards as "necessaries," and that the question whether the infant had, or had not, at the time of the sale already a sufficient supply of such articles, was immaterial; but the Divisional Court were unanimous that the evidence rejected was admissible, following *Barnes v. Toy*, 13 Q. B. D. 410; and intimated that if they were sitting as a Court of Appeal they would have come to the same conclusion.

HUSBAND AND WIFE—MARRIED WOMAN—CONTRACT—SEPARATE PROPERTY—MARRIED WOMEN'S PROPERTY ACT, 1882 (47 VICT. C. 19, S. 1, SS. 2, 3 ONT.).

Palliser v. Gurney, 19 Q. B. D. 519, is a decision of Lord Esher, M.R., and Lindley and Lopes, L.JJ., sitting as a Divisional Court of the Queen's Bench Division, to which we have already referred *ante* p. 302. The short point decided is that in an action against a married woman to recover the price of goods sold and delivered to her, it is necessary for the plaintiff to show that the defendant had separate property at the time she made the contract.

Lopes, L.J., puts the point decided very concisely at p. 521:

The disability of a married woman to contract was remedied by the Married Woman's Property Act, 1882, but only to this extent—that she may now enter into a binding contract in respect of her separate property. If she has no separate property she still cannot contract. I entirely agree with the decision of Pearson, J., in *In re Shakespear, Deakin v. Lakin*, 30 Chy. D. 169, that the contract which is to bind future separate property must be entered into at a time when the married woman has existing separate property.

STOPPAGE IN TRANSIT—DELIVERY OF GOODS ON BOARD SHIP—TERMINATION OF TRANSIT.

Bethell v. Clark, 19 Q. B. D. 553, is a decision of a Divisional Court composed of Mathew and Cave, JJ. The facts of the case were as follows: T. in London bought goods of C. in Wolverhampton, and sent C. a consignment note in the following terms: "Please consign the ten hds. hollow ware to the *Darling Downs*, to Melbourne, loading on the East India docks here." C. sent the goods per railway accordingly, to Poplar for shipment, and they were shipped on board at noon on July 3. On the same day at 10 o'clock he telegraphed to the railway company not to deliver the goods, and the railway company telegraphed to their agents at Poplar to the same effect, but the message did not arrive in time to prevent the shipment of the goods. The master's receipt of the goods was given to the railway company, and by them forwarded to C. No bill of lading was applied for by any of the parties. On July 11 the purchaser T. became bankrupt. On August 15 C. notified the ship owners that he claimed the ten hds. as his property. They were also claimed by T.'s trustee in bankruptcy. The court held that there had been no constructive delivery to T., and that the transitus was not at an end when the goods were delivered on ship board; though the case would have been different, in the opinion of Cave, J., if the purchaser had then obtained bills of lading.

LANDLORD AND TENANT—SHERIFF'S LIABILITY FOR REMOVING GOODS UNDER EXECUTION AFTER NOTICE OF RENT IN ARREAR—MEASURE OF DAMAGES—8 ANNE, C. 14, S. 1.

The only other case in the Queen's Bench Division is *Thomas v. Mirchouse*, 19 Q. B. D. 563, which was an action brought by a landlord against a sheriff under 8 Anne, c. 14, s. 1, for removing goods taken in execution, without