Appeal that the ordinary rule as between litigants, that money paid under mistake of law cannot be recovered, does not apply to a payment made under such a mistake to a trustee in bankruptcy, on the ground that he is an officer of the Court; and in such a case, on the mistake being discovered, the Court will direct him out of the moneys in his hands, or thereafter coming to his hands, to refund the money paid him by mistake. Lord Esher, M.R., thus stated the principle on which the Court acts in such cases:

A rule has been adopted by Courts of law for the purpose of putting an end to litigation; that, if one litigant party has obtained money from the other erroneously under a mistake of law, the party who has paid it cannot afterwards recover it. But the Court has never intimated that it is a high-minded thing to keep money obtained in this way; the Court allows the party who has obtained it to do a shabby thing in order to avoid a greater evil; in order, that is, to put an end to litigation. But James, L.J., laid it down in *Ex parte James*, 9 L. R. Chy. 609, that although the Court will not prevent a litigant party acting in this way, it will not act so itself, and it will not allow its own officer to act so.

LIBEL—VENDOR OF NEWSPAPER.

In *Emmens* v. *Pottle*, 16 Q. B. D. 354, the Court of Appeal (affirming Wills, J.) laid down what we think must strike everyone as a reasonable rule in reference to the law of libel. The action was brought to recover damages for the publication of a libel contained in a newspaper sold by the defendants in the ordinary course of their business. The jury found that the defendants were ignorant that the newspaper contained or was likely to contain the libel on the plaintiff, and it was not by negligence that they were so ignorant. The judge at the trial, on this finding, ordered judgment to be entered for the defendant. The plaintiff appealed, and argued his case in person; and Lord Esher, M.R., said that it would be impossible for anyone to have argued it in better form, or with better logic; the Court, nevertheless, on the findings of the jury, held that the judgment was right. Lord Esher remarks at page 357:

The question does not depend on any statute, but on the common law, and, in my opinion, any proposition the result of which would be to shew that the common law of England is wholly unreasonable and unjust, cannot be part of the common law of England.

ACTION BY HUSBAND AGAINST WIFE FOR MONEY PAID TO HER USE.

In *Butler* v. *Butler*, 16 Q. B. D. 374, the Court of Appeal held (affirming the judgment of Wills, J., 14 Q. B. D. 831) that inasmuch as before the Married Woman's Property Act, 1882, a husband could in equity obtain a decree against his wife for breach of any contract whereby she intended to bind her separate estate, so he has still that right; and that it is competent for him to maintain an action against his wife in order to charge her separate estate with moneys lent by him to her after their marriage, and money paid by him for her after their marriage, at her request, made before or after their marriage.

JOINT ADVENTURE—LOSS—CONTRIBUTION.

In *Lowe* v. *Dixon*, 16 Q. B. D. 455, Lopes, J., was called on to apply the equitable rule as to contribution between parties to a joint adventure. A., B. and C. purchased goods on a joint adventure. The plaintiffs, on their behalf, paid for the goods, which they afterwards sold for the benefit of all at a loss. B. became bankrupt, and only a dividend on the amount of his share of the purchase money was received by the plaintiffs, and the question in the present action was whether A. and C. were liable to contribute equally to make good the default of B., and Lopes, J., held that they were. The learned judge points out the distinction which formerly prevailed at law and equity on this point, thus:—

At law, if several persons have to contribute a certain sum the share which each has to pay is the total amount divided by the number of contributors, and no allowance is made in respect of the inability of some to pay their shares. But, in equity, those who can pay must not only contribute their own shares, but they must also make good the shares of those who are unable to furnish their own contribution.

CONTRACT, BREACH OF, BY REPUDIATION BEFORE TIME FOR PERFORMANCE.

In *Johnstone* v. *Milling*, 16 Q. B. D. 460, the Court of Appeal reversed the judgment of the Divisional Court composed of Huddleston, B., and Cave, J. A counter claim was set up by a lessee against his lessor for breach of covenant to rebuild the demised premises. The covenant in question was contained in a lease for twenty-one years determinable by the lessee at the end of the first four years by