

(1) that no territorial legislature can give jurisdiction which any foreign courts ought to recognize against absent foreigners who owe no allegiance or obedience to the power which legislates; and (2) "that in all personal actions the courts of the country in which the defendant resides, not the courts of the country where the action arose, ought to be resorted to."

The Law Reports for January comprise (1895) 1 Q.B., pp. 1-169; (1895) P., pp. 1-7; and (1895) 1 Ch., pp. 1-116.

HUSBAND AND WIFE—SEPARATION DEED—COVENANT TO PAY ANNUITY—ADULTERY OF WIFE—COVENANT BY WIFE NOT TO ANNOY OR MOLEST—MARRIED WOMAN'S PROPERTY ACT, 1882 (45 & 46 VICT., C. 75), S. 1, S-S. 2—(R.S.O., C. 132, S. 3, S-S. 2).

In *Sweet v. Sweet*, (1895) 1 Q.B. 12; 15. R. Feb. 398, the plaintiff was a married woman, and sued the defendant, her husband, for the payment of the arrears of an annuity due under a covenant contained in a separation deed made between the plaintiff and defendant without the intervention of a trustee. The deed contained no *dum casta* clause. The husband set up, in bar of the action, that the plaintiff had committed adultery, which had resulted in the birth of a child. The deed contained a covenant by the plaintiff not to molest, annoy, or interfere with the defendant, and he claimed that the adultery of the plaintiff was a breach of this covenant. The Divisional Court (Mathew and Charles, JJ.), however, was unanimous that, in the absence of any *dum casta* clause in the deed, the adultery of the wife was no bar to the action, neither was it a breach of the covenant.

PRACTICE—IRREGULARITY—WAIVER.

Rendell v. Grundy, (1895) 1 Q.B. 16; 14 R. Jan. 335, was a motion to commit a judgment debtor for not attending to be examined. According to the English Rules, on a motion to commit it is necessary to serve, with the notice of the motion, copies of the affidavits intended to be used in support of the motion. This was not done, and the solicitor of the judgment debtor took the objection on the return of the motion. The judge thereupon offered to adjourn the further hearing of the motion until the following day, that the defendant might have an opportunity of answering the affidavits, and it was adjourned accordingly, and the affidavits were shown to the defendant's solicitor, who, on the