

after her re-marriage, but not having paid for a later quarter the present proceedings were instituted. The defendant contended that she was not liable, as she was not the consumer of the gas, that there was no contract between her and the plaintiffs, and that she was a married woman residing with her husband, who was the tenant and occupier of the premises to which the gas had been supplied. The justices who heard the complaint gave effect to these contentions, and dismissed the complaint, but stated a case for the opinion of the Court, and a Divisional Court (Lord Reading, C.J., and Ridley, and Lush, J.J.), held that the justices were wrong, and that, in the circumstances, the defendant continued liable to the company until she notified them of her re-marriage.

HUSBAND AND WIFE—ACTION BY WIFE AGAINST HUSBAND FOR RE-SCISSION OF SEPARATION DEED—FRAUD—ACTION OF TORT — RESTITUTION IN INTEGRO—MARRIED WOMEN'S PROPERTY ACT, 1882 (45-46 VICT. c. 75), s. 12—(R.S.O. c. 140, s. 16).

*Hulton v. Hulton* (1917) 1 K.B. 813. This was an appeal from the decision of Lush, J. (1916, 2 K.B. 642, noted ante p. 13). The action was by wife against husband to set aside a separation deed made between them, on the ground of fraud and misrepresentation. One question was whether the action was for "tort" within the meaning of the Married Women's Property Act, 1882 s. 12 (R.S.O. c. 140, s. 16), and another was, whether the deed having been made on an agreement that all letters between the parties should be destroyed, could now be set aside as it was impossible to restore the parties to their former position, the letters having been in fact destroyed: the Court of Appeal (Eady, Bankes, and Scrutton, L.J.J.), agreed with Lush, J., that the action was not for a tort within the meaning of the section, and that the destruction of the letters was no bar to a rescission of the deed. The Court of Appeal also held that the defendant was not entitled to a refund of moneys paid under the deed as a condition of its rescission, because he had received corresponding benefits under the deed.

RESTITUTION OF CONJUGAL RIGHTS — SEPARATION DEED — COVENANT BY WIFE NOT TO SUE FOR THE RESTITUTION OF CONJUGAL RIGHTS—ORDER MADE NOTWITHSTANDING COVENANT.

*Phillips v. Phillips* (1917) P. 90. This was an action by a wife for the restitution of conjugal rights. The husband did not appear. On the hearing of the petition it appeared that the