MARRIED WOMAN, CONTRACT BY—MARRIED WOMAN'S PROPERTY ACT, 1882—(45 & 46 VICT., C. 75) S. 1, SS. 2, 4—(R.S.O., C. 132, S. 3, SS. 2, 3, 4)—RESTRAINT ON ANTICIPATION—LIABILITY AFTER DEATH OF HUSBAND.

Pelton v. *Harrison* (1891), 2 Q.B. 422, still further exhibits the apparent futility of all legislative attempts to make a married woman's property liable for her contracts. In this case, a married woman who had separate property subject to a restraint on anticipation incurred a pecuniary liability. After her husband's death she was sued and judgment recovered against her in the form settled in *Scott* v. *Morley*, 20 Q.B.D. 120, and the question for the court was whether the property which had ceased to be subject to the restraint on anticipation by reason of the husband's death was now liable to satisfy the judgment? The Court of Appeal (Kay and Lopes, L.JJ.) decided that it was not. The *rationale* of the decision is that a married woman can, by her contract, only bind her separate estate which she has at the time of the contract, or afterwards acquires, which is not subject to restraint on anticipation; the property sought to be affected was not capable of being bound at the time of the contract because of the restraint on anticipation, and it was not separate property afterwards acquired, and therefore it was not liable. The reasoning appears to be perfectly sound, though we cannot help thinking that the real intention of the legislation has been defeated.

MANDAMUS TO MAGISTRATE TO STATE A CASE—CRIMINAL CAUSE OR MATTER.

In *Ex parte Schofield* (1891), 2 Q.B. 428, an attempt was made to appeal from a decision of a Divisional Court refusing to grant an order *nisi* for a mandamus to magistrates to compel them to state a case for the opinion of the court under the provision of the Public Health Act, 1875. The appeal was rejected on the ground that the proceeding was "a criminal cause or matter," and therefore not appealable.

VENDOR AND PURCHASER—SALE OF LAND—VENDOR IN POSSESSION PENDING CONTRACT, LIABILITY OF, FOR DAMAGES TO LAND—CLAIM FOR COMPENSATION AFTER COMPLETION.

Clarke v. *Ramuz* (1891), 2 Q.B. 456, throws light on the duties and liabilities of a vendor of land who remains in possession pending the completion of the contract of sale. In this case, pending the contract of sale, a trespasser entered and without the knowledge of the vendor or purchaser removed a quantity of the surface soil; the vendor had taken no precaution to protect the property. After the sale had been completed and conveyance made to the purchaser, the damage was discovered, and the present action was brought by the purchaser against the vendor to recover damages for the injury thus done to the land; and two questions arose—first, was the vendor liable at all; and, second, if liable before conveyance, had the delivery of the conveyance put an end to his liability? The case was tried by Grantham, J., with a jury, and judgment was given in favor of the plaintiff; and this judgment was affirmed by the Court of Appeal (Lord Coleridge, C.J., and Bowen and Kay, L.JJ.), the latter court holding that under such circumstances a vendor is a trustee for the purchaser, and bound to exercise reasonable diligence; that though the conveyance puts an end to all contractual