deemed well-nigh impregnable. The only question left to the jury, however, was the sole one, "At the time these goods were ordered had Mr. Mellor withdrawn from his wife authority to bind his credit, and forbidden her to do so?" The jury found in the affirmative, and the case was adjudged against the tradesmen. The decision on appeal is very vigorously reasoned. There is, Lord Justice Bramwell said, neither general usage nor convenience in favor of having articles of dress on credit, nor can the courts take official cognizance of any practice of wives to pledge their husbands' credit for such articles. Doubtless, the husband may give the wife power to run up such bills, but why should the law give such powers to her against his will? Tradesmen should inform themselves as to the wives' authority. It is, doubtless, true that to ask questions of their lady customers would offend them, and that is a strong reason why such questions should not be asked; but it is no reason why the husband should be made liable in default of the shopman's choosing not to inform himself. Lord Thesiger added that there was, indeed, a presumption that the wife had authority to pledge her husband's credit, but the presumption was one liable to be rebutted, and had, in fact, been rebutted in this case by proof of the limitation of the wife's expenses. It was hard upon the tradesman, but it would be yet harder upon the husband to lay upon him a burden of liability against his will, and from which he would be unable to relieve himself except by public advertisement not to trust his wife, which advertisement the tradesman might, after all, plead he had not seen. The judges disputed over a case (Manby against Scott) similar to this several years in the reign of Charles II., and fifteen years ago the Common Pleas made a similar decision in Jolly against Rees. But Justice Byles then dissented, and Sir Alexander Cockburn himself has since questioned the case. *Debenham* v. *Mellor* is the first time the question has been passed upon in a Court of Appeal.

The Circuit Court of the United States for the District of California, has decided that the law of that State prohibiting the employment of Chinese by corporations is in violation of the constitution of the United States, and of the Federal treaty with China.

NOTES OF CASES.

COURT OF QUEEN'S BENCH.

[APPEAL SIDE.]

MONTREAL, March 16, 1880.

SIR A. A. DORION, C. J., MONK, J., RAMSAY, J., CROSS, J., CARON, J. *ad hoc.*

LA SOCIÉTÉ DE CONSTRUCTION DU CANADA (deft. below), Appellant, and LA BANQUE NATIONALE (plff. below), Respondent.

Note made by Corporation—In the absence of a special denial, authority of officers of an incorporated Company to make note will be presumed, and also that the note was given for consideration—Affixing double Stamps in Appeal.

The respondents brought an action against the appellants, a Building Society, on a promissory note for $2,000, signed on behalf of the Society by the President and Secretary, payable to the order of one Frechet, from whom it passed by endorsement, through several hands, to the respondents.

The appellants demurred to the action on the following grounds: 1. That the declaration showed no privity of contract between the parties. 2. That it showed no claim or right by the Bank against the Building Society. 3. That the allegations did not justify the conclusions. 4. That the powers of the Society were determined by C. S. L. C. c. 69, and did not include the power of making promissory notes, or thereby binding themselves by the signatures of their President and Secretary.

The appellants also pleaded a *défense en fait.*

The demurrer was overruled, and judgment went against the appellants for the amount of the note and costs of protest, without further proof than the production of the note and protest.

The appeal was from the judgment dismissing the demurrer, and also from the final judgment.

CROSS, J. The appellant urges that the Society had no right to borrow; that the Bank did not prove their demand; that the Society had no power to make a promissory note.

The views entertained by the Courts in England, so far as I have been able to ascertain from the course of the decisions there, would lish Bar has been as brilliant as brief, might be