

*Manneville*, 10 Ves. 61; see also *Carnegie's case*, cited in 11 Ch.D. 512, for a more modern instance), although occasional intemperance as opposed to habitual drunkenness is not considered a sufficient ground for the like interference. (*Re Goldsworthy*, 2 Q.B.D. 75; *Re Halliday*, 17 Jur. 56.) The like distinction would probably be observed by the court in case of any question arising as to the removal of a guardian from the guardianship of his ward.

As between master and servant, it is certain that the habitual drunkenness of the servant, if it interferes with the due discharge of the servant's duties, is a justifiable cause for his discharge by his master, without notice or wages in lieu of notice. (*Speck v. Phillips*, 5 M. & W. 279; see *Wise v. Wilson*, 1 C. & K. 662.) The English cases do not, however, contain much discussion of the limitation of the principle. But there has been a considerable amount of discussion in Scotch cases as to when intoxication is a ground for dismissal (see *McKellar v. Macfarlane*, 15 D. 2nd ser. 246; *Edwards v. Mackie*, 11 D. 2nd ser. 67); and the true rule seems to be indicated by a Scotch text-writer, who says that in all such cases it is for the jury to say, in view of the position occupied by the servant and the particular circumstances of the case, whether his discharge is reasonable. For instance, a minister who should become intoxicated on any occasion would of course be subject to instant dismissal, because it is inconsistent with his position: but a farm laborer or a clerk when off duty upon a holiday would not. In Admiralty Law it is well understood that a seaman may wholly forfeit his right to wages by habitual drunkenness, though not by merely occasional intemperance. (*New Phoenix*, 1 Hagg. Adm. 198; *Malta*, 2 Hagg. Adm. 168; *Gondolier*, 3 Hagg. Adm. 190; *Blake*, 1 W. Rob. 73.) A master, it may be added, incurs the most serious responsibility by employing a drunken servant, as he will be liable in damages to any person who may be injured by the carelessness or negligence of the tipsy servant whilst employed in his master's business. (*Wanstall v. Poolcy*, 61 Cl. & F. 910 n.)

The law with regard to contracts made with persons in a state of intoxication may be said to be now settled as follows:--The contract of a drunken man is voidable at his option if it can be shown that at the time of making the contract he was absolutely incapable of understanding what he was doing, and that the other party knew of his condition. To an action by the endorsee against the endorser of a bill of exchange, the defendant pleaded that when he indorsed the bill he was so intoxicated that he was unable to comprehend the meaning, nature, or effect of the endorsement, and it was held that this was a good answer to the action. (*Gore v. Gibson*, 13 M. & W. 620.) But if a drunken man when he becomes sober ratifies a contract made by him whilst he was drunk, even so drunk as to be incapable of transacting business or knowing what he was doing, such state being then well known to the other party, the contract may be enforced against him. For instance, where a man so drunk as to be incapable of transacting business or knowing what he was doing, as the other party well knew, bid at an auction for certain land and houses, which were knocked down to him, and afterwards when he was quite sober ratified and confirmed the agreement, he was held to his bargain. (*Matthews v. Baxter*, L.R. 8 Exch. 132; 42 L.J. Ex. 73.)