

to find credence, and followed as it was, immediately by the above letter, it would appear to be as conclusive a case as ever came before a court. But, notwithstanding the production of this letter, Sidney, Q. C., was equal to the emergency. He swore that it was procured from him by intimidation and threats, and that its contents were false. But here again he fell into contradiction. He swore that he posted the letter in Dublin, and immediately left Ireland. But the postmark proved that he had posted it in London, when he was out of reach of threats or intimidation. Mr. Bernard Bagot swore that the entire of this part of Sidney's story was false; that having acknowledged his forgeries to the assembled family party, he did of his accord write the letter which he carried to London and there posted, as the postmark plainly showed. Other contradictions appeared in the course of the protracted trial; but it excites surprise that these were not deemed sufficient, and that any one jurymen could be found to entertain such a doubt as to cause disagreement and compel a new trial.—*Law Times*.

HUSBAND AND WIFE.

(*Wilson and others v. Ford and another*, Ex., 16 W. R.) 482.

A married woman cannot, with some few exceptions, contract so as to bind herself personally, but she may always, if authorised, enter into binding contracts, as the agent of another person. A man may therefore be personally liable upon his wife's contracts, if she was authorised to make them, and if he does not support her he is liable for necessities supplied to her, although he may not have forbidden them altogether. The law in this subject is tolerably clear, but there is frequently a difficulty felt in determining what are "necessaries" in any particular case. "Necessaries" is a relative term, and its meaning always depends upon the circumstances of each case. Where the husband is wealthy many things might probably be considered as necessities which would be useless luxuries if the parties were in a different rank of life. The same difficulty exists in ascertaining what are necessities for a married woman, as in cases where goods are supplied to an infant who may render himself liable for necessities, although not upon any other contract.

Wilson v. Ford seems rather to have extended the meaning of the word necessities when a married woman is deserted by her husband. The facts of the case were: a wife being deserted by her husband applied to the plaintiffs, who were solicitors, for advice—(1) as to the best way of procuring her husband's return; (2) as to the enforcing of a verbal promise by him to make a settlement upon her; (3) as to claims of some tradesman for necessities supplied to her; (4) as to a threat of distress for rent, upon furniture of her husband's, which was in the house occupied by her. On the first question the plaintiffs advised a suit in

Divorce Court which was commenced and was terminated by the death of her husband. The costs of the suit were taxed and paid to the plaintiffs by the defendants the husband's executors, but they refuse to pay the plaintiffs' charges for their professional advice and assistance upon the other questions. The Court decided that these matters as well as the costs of the suit were necessities, and that the plaintiffs were consequently entitled to recover the amount of their claim. This decision is not apparently supported by any express authority upon the point, but it is so entirely consonant to common sense and expediency that it will probably be followed whenever a similar case comes before one of the common law courts.—*Solicitors' Journal*.

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

MASTER AND SERVANT—INJURIES SUFFERED BY SERVANT—NEGLIGENCE—SCIENTER—JUDICIAL NOTICE.—In an action by a servant against his master for injuries received while obeying the latter's orders, it must be shown that the injuries did not proceed from plaintiff's own carelessness.

And if the plaintiff's want of skill is relied on for this purpose it must be shewn that the work required skill. And this will not be inferred from averments that defendants knew they had not employed a skilful person to do it, and knew that plaintiff was unskilled and an unfit and improper person.

So it should be shown that the work is dangerous, and

Semle—That defendants knew or ought to have known it was so.

The defendants cannot be rendered liable on the ground of negligence by showing that the work was essential to the safety of a ship on which plaintiff was employed by defendants, and that defendants permitted the ship to leave port without its being done, and without having on board a skilled machinist to do it, and that it was outside the scope of plaintiff's employment, and that he was unfit to do it, unless it be also shown that the work was dangerous, and the defendants knew or ought to know that it was so.

The question discussed in what cases it must be averred that plaintiff was ignorant of the danger.

The Court will not take judicial notice that it is a dangerous work to oil machinery.—*Smyly v. Glasgow and Londonderry Steam Packet Co.*, 16 W. R. 483.