contract obligation in a security, there could be a corresponding double proof. We may add that, in abstaining from a protracted discussion of cases and confining ourselves to a statement of our deductions from them, we respond to that insistent and increasing demand that, in view of the startling growth of judicial reports in these latter days, courts should rigidly limit their opinions to those matters of fact and law which are absolutely necessary to a decision of the case in hand."

HUSBAND AND WIFE.

The care which must be taken in suing on contracts for necessaries furnished to a wife is well illustrated by the recent case of *Moore* v. *Flanagan*, 149 L.T. Jour. 104.

It is laid down in the case of *Morel* v. *Westmorland* (1904), A.C. 11, that when a wife, living with her husband, enters into a contract for necessaries, she is to be presumed to do so as agent for her husband, and he alone is liable. It was subsequently held in *French* v. *House* (1906), 97 L.T. 274, that where a debt so contracted is one and indivisible, and the husband alone is liable, if the creditor takes judgment against the wife for part of the debt by default, the plaintiff is thereby precluded from proceeding to recover the balance of the debt from the husband. In the case of *Moore* v. *Flanagan*, above referred to, the Court of Appeal (Bankes Scrutton and Atkin, L.JJ.) have decided that where, in such circumstances, the creditor claims to recover jointly from husband and wife, if on motion for speedy judgment or a specially endorsed writ, he recovers judgment against both, and the husband alone appeals and obtains leave to defend, if the plaintiff suffer the judgment against the wife to remain, he will be thereby precluded from recovering against the husband, if it is found that he was solely liable on the contract.

We confess that the principle on which these decisions is based does not appear to be very conclusive. There may be some reason in saying that if a creditor chooses to take judgment against one of two joint debtors he thereby discharges the