

well understood, would find a verdict against him without leaving the box, and would allow the Plaintiff the full amount of his claim.

We have not only proved the Defendant's ill treatment of his wife, amounting to a turning of her out of doors, and sending credit with her for her competent support; but we have also proved his assent to her separate residence. At the time her father took her away, did the Defendant object to her removal? Have any of his own witnesses, any of the Hays, old or young, proved the least objection on his part? Nothing of the kind. They have represented that his wife was reluctant, but he manifested no reluctance at parting. By being present, and not objecting, he tacitly assented to it. And he has ever since uniformly evinced his satisfaction. In the letter, which his Counsel thinks so very creditable to him, as a specimen of his literary improvement, he speaks of the period of his separation, as a desirable state of peace and quietness. There is a strong implication of consent to the whole term of her separate residence. And there is proof, under his own hand, of his most direct and explicit consent to a part of it. The Plaintiff, therefore, has a right to your verdict, certainly for one month's maintenance of the Defendant's wife; and I trust you will be satisfied that he is entitled to a fair allowance for the whole term of her residence with him, which is proved to have been twelve years. All that time he has furnished her with such support as his own circumstances permitted, and the rank and circumstances of the Defendant required.

Any benefit derived from the services of the Defendant's wife is not to be taken into account in this action, because the Defendant has brought his action against the present Plaintiff, for depriving him of the service of his wife. The damages are entirely within your control. In determining the a-

mount, I have full confidence that you will do justice to the Plaintiff, and I ask no more.

The Chief Justice stated the case to the Jury, explained to them the grounds on which alone the action could be supported, and gave them a view of the law, as expressed in his decision overruling the motion for a nonsuit. He repeated his opinion that a husband may lawfully chastise his wife; but it must be a moderate and reasonable correction, not cruel and outrageous. He read his notes of the testimony of the witnesses on both sides, and commented on the evidence. He thought there was no proof of any excessive or violent chastisement of the Defendant's wife, of any beating that endangered her life, or made it necessary for her to leave her husband's house, and seek protection at her father's. He did not see any sufficient evidence of the Defendant's consent to the separate residence of his wife, unless it was contained in his letter dated 26<sup>th</sup> September, 1825, in which he informed the Plaintiff that he let her return until the 24<sup>th</sup> of the next month. He left it to the Jury to decide whether, taking the whole letter together, that amounted to a consent, on his part, to the separation during that month. If they thought it did, he directed them to find in favour of the Plaintiff for that month's maintenance of the wife, and no more, otherwise, to find a verdict for the Defendant.

The Jury brought in a verdict in favour of the Plaintiff for two pounds ten shillings damages; and the Judge, on motion, granted a Certificate for full costs.

At the ensuing Michaelmas Term, the Defendant's Counsel moved the Court to set aside the verdict, and enter a Nonsuit, upon the point reserved at the trial; but the Court overruled the motion, and gave judgment for the Plaintiff.