pable of forming contracts of her own. She has no legal means of providing for herself. Her property is vested in her husband, or subjected to his use and control. Even her earnings are not her own, but his. She can bring no action to pro tect her person or her rights, but with his concurrence and in his name. If he were not obliged to provide for her, she would be liable to starve. His obligation, therefore, to make a provision for her, according to his means, and her necessities, is the reasonable and necessary result of the

law of marriage.

This legal obligation lies upon him, not only while they live together, but also when they are-separated, if such separa-tion is with his consent, or in consequence of his fault, and not hers. Comyn, a sensible elementary writer upon contracts. states the law in these words; "Where the husband leaves his wife; or refuses to pern it her to live with him; or if he treat her so ill as to oblige her to depart from his dwelling; in either of these cases, the law makes the husband liable to her con tracts for necessaries." His opinion, on each of these points, is supported by judicial authorities. Indeed it is so obviously reasonable, that every man's understanding and feelings at once approve of it. I will, however, just read a few decisions to the same effect, from books of unques-

tionable authority.
In . Vurse vs. Craig, 5 Bos. and Puller, 151, Chambre Justice said, " In general, where a separation takes place by consent, the obligation to maintain the wife lies upon the husband, unless she forfeits her right to that maintenance by her own misconduct." If, therefore, you shall be satisfied by the evidence, that the Defendant, either when his wife first separated from him, or at any subsequent stage of their separation. consented to her residence in the Plaintiff's family, unless it shall be proved that she had forfeited her right to be maintained, you must allow the Plaintiff a reasonable compensation for

her maintenance.

We expect to satisfy you that the Defendant is liable on more than one ground. In the days of Lord Holt, it was decided, that "If a man turns away his wife, be gives her credit wherever she goes, and must pay for necessaries for her." This has ever since been considered, and acted upon, as an established principle of law.

In Hodges vs. Hodges, a case reported

in 1st Espi. 441, and in most respects similar to the one now under your consideration, Lord Kenyon, whose authority is deservedly held in high respect, laid down the law in terms most strikingly applicable to the present case. As the Report is short, I will read the whole of it. [After reading it, Mr. B. observed,) In that case, the wife had been obliged to leave the house of her husband, the Defendant, in consequence of abusive treatment ; but, it appeared, that she was not actually turned out of doors. She wentaway voluntarily, although her doing so proceeded from apprehensions of ill treatment from her husband. Upon that occasion, Lord Kenyon held, "That where a wite's situation in her husband's house was rendered unsafe, from his cruelty or ill treatment, he should rule it to be equivalent to a turning her out of doors, and that the husband should be liable for necessaries furnished for her under those circumstances."

According to this rule of law, if Mrs. Ham's situation in the Defendant's house was rendered unsafe, by either his cruelty or ill treatment, it was equivalent to his turning her out of the house, and he is liable for the necessary support furnished to her under those circumstances. In our case the father was the natural protector of the ill treated wife, as the son was in that which I have just read to you.

Again, in Berthron vs. Cartwright, 2 Esp. 480, an action on the case for seducing and detaining the Plaintiff's wife, he proved her elopement from his house, and her reception and entertainment by the Defendant. The defence was that she had been compelled to leave herhusband's house in consequence of ill treatment. It was ruled by Lord Kenyon, that " If a husband ill treats his wife, so that she is ferced to leave his house through fear of bodily injury, any person may safely, nay honorably, receive her and protect her; and that, of course, in such a case, no action was maintainable." In that instance, the action was brought for enticing away the Plaintiff 's wife. The parties to the action were reversed; but the principle, on which it turned, was the same; and, when applied to the case before you, it is this, that it Mr. Ham treated his wife so ill that she was forced to leave his house "through fear of bodily injury," any person, and certainly then a near relative, especially a father, might safely, nay honorably, re Course, I sary sup hersion inflicted, it be an or maime comes w 4 bodily quitting protectio mstance, son to fe band, it l law: for as an in trine, the way of c times. be the su ties for t ding to 1 a brothe case of honorab

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