

U. S. Rep.]

SUPREME COURT OF ILLINOIS—REVIEWS.

judgment, in what lawful pursuit she will engage, and whether it shall be prosecuted alone or in conjunction with others.

In this case the goods were purchased by the appellant to be used in her business as proprietress of a retail grocery store. There is no pretense that they were purchased by the husband, or for his use, or under such circumstances that the law will infer his liability. They became appellant's sole and separate property, and either she must be held to pay for them, or it must be held that while married women have the right to contract and acquire property, they shall, nevertheless be exempt from complying with their contracts made for that purpose.

In *Cookson v. Toole*, 59 Ills., 515, the case of *Mitchell v. Carpenter*, *supra*, was so far modified that it was held that a married woman is liable on her contracts at law, as well as in equity. That case was assumpsit, brought by the plaintiff against the defendant, a married woman, to recover for work and labor done and performed by plaintiff for defendant, at her special instance and request. The coverture of the defendant was pleaded, to which the plaintiff replied that the work and labor in the declaration mentioned were done and performed in and about the improvement of the defendant's farm, and in taking care of her stock thereon, which farm and stock were her sole and separate property, derived from persons other than her husband, held and enjoyed by her for her sole benefit, and without the control or interference of her husband.

The court below sustained a general demurrer to the replication. It was held that the matters alleged in the replication were sufficient in avoidance of the plea of coverture, and that the court below erred in sustaining the demurrer.

And in *Hadley v. Ball* (September Term, 1872), suit was brought against a married woman; pleas of coverture were interposed, to which it was replied that the several premises and undertakings in the declaration mentioned, were for services performed, materials furnished, and money expended concerning the necessary care, and for the benefit of the separate property of appellee, then owned by her, etc. It was held, following *Cookson v. Toole*, *supra*, that the replications were sufficient, and that under the law now in force, a *feme covert* may be sued at law on her contracts.

It is also objected that the judgment is for a larger amount than that indorsed on the back of the summons.

The excess is accounted for by the accumulation of interest, after the account was presented to appellant, and she acknowledged its correctness, and promised to pay it. It was then liquidated, and it was proper to allow interest upon it from that time forth, at the rate of six per cent. per annum. In such cases the judgment, although exceeding the amount indorsed upon the summons issued by the justice of the peace, is not erroneous: *Rives v. Rumler*, 27 Ills., 293; *Dowling v. Stewart*, 3 Scam., 195.

The judgment of the court below is affirmed. Sheldon, J., dissents.—*Chicago Legal News*.

REVIEW.

ADDISON ON CONTRACTS, BEING A TREATISE ON THE LAW OF CONTRACTS. By C. G. Addison, Esq. Seventh edition, by Lewis W. Cave, of the Inner Temple, Barrister-at-Law, Recorder of Lincoln. Stevens, Sons, & Warwick, 119 Chancery Lane, London. Willing & Williamson, Toronto. 1875. 1222 pp.

The very name of "Addison on Contracts" is suggestive of fullness and amplitude. It was always an exhaustive dictionary of the law on the innumerable points which arise in the discussion of the engagements and relations of life known as contracts. In the hands of Mr. Cave the subject has received a more scientific arrangement, though in all material respects it is the "Addison on Contracts," with which all are so familiar.

The work is now divided into three books—the first, treating of the law of contracts generally; the second, with particular contracts, and pointing out how in these the general law is developed or modified, whilst to the third is consigned the subject of stamps, which is not of much practical importance to us as yet.

The editor gives the scheme of the present edition at some length in his preface. The first book is divided into six chapters. The first, deals with the principles governing the formation of contracts; and thus having ascertained by whom contracts can be made, and how they must be authenticated, the second chapter proceeds to deal with the interpretation of contracts. But there are some contracts which the law