

LAW FOR LADIES.

kissed a workingman's wife; the husband valued the sweetness taken at £5; and the surgeon gave an I. O. U. for that amount. A month after date an action was brought upon this document, but the judge promptly ruled there was no consideration, and gave a verdict for the amorous son of Æsculapius. Did this lay down a general principle, or is every case to be decided upon its merits? Certainly there are kisses and kisses. (30 *Albany L. J.* 81.) A kiss has frequently been held to be an assault, and it is sometimes a source of substantial damages. Miss Cracker sued a railway company because one of the conductors had kissed her in the car; and she recovered a verdict of \$1,000, upon the ground that it is a carrier's duty to protect his passengers against all the world. (*Cracker v. C. & N. W. Ry.* 36 *Wis.* 657.)

Elizabeth's parliament declared that "all persons fayning to have knowledge of Phisioḡnomie or like Fantasticall Ymaginations" should "be stripped naked from the middle upwards and openly whipped until his body be bloodye." (39 *Eliz. c. 4.*) Anne modified the punishment; two of the Georges said that all such persons were to be deemed rogues and vagabonds, and were liable to be publicly whipped, or sent to the house of correction until the next sessions. (13 *Anne, c. 23*; 17 *Geo. II., c. 5*; 5 *Geo. IV., c. 83.*) Yet, notwithstanding these dread penalties, if we had been acquainted with Mrs. Cloyes while she was still a spinster fancy free, and if we had been endued with any knowledge of "phisioḡnomie" or the art of discriminating character by gazing on a person's outward appearance, we should certainly have warned her against the mean wretch that tempted her into the state of matrimony. He, contemptible man that he was, gave her his cheque for \$400 as a wedding-gift. Of course this generous donation was placed among the wedding

presents to be gazed at, talked about by the wedding guests and duly chronicled in the morning and evening papers. Afterwards, they twain having become one flesh, this man—whose manhood might have been rattled in an empty chestnut shell—declined to pay the cheque, and successfully defended an action thereon. The Court, in giving judgment in his favour, said: "A subsisting contract to marry is not a legal consideration for new contracts afterwards entered into between the parties, unless the new contract formed part of the consideration for the contract to marry. When the cheque was delivered the contract to marry was a valid and subsisting contract. The action cannot be maintained upon the theory that the cheque was a valid 'gift.' The word 'gift' signifies an actual transfer *in presenti* of property without consideration. The cheque does not transfer *in presenti* to the payee \$400, or any part of the funds standing to the credit of the drawer upon the books of the drawee. No specific property was transferred by the defendant to the plaintiff. It was a naked promise. The cheque being without consideration cannot be sustained. (*Byles on Bills*, 13th ed. 126). There is a broad distinction between the gift of the cheque or obligation of a third person and the gift of the donor's promise to pay." (*Cloyes v. Cloyes*, 36 *Hun*, 145.)

After reading such a case one is delighted to find that a husband must pay his wife's funeral expenses, no matter how much money she may have left nor to whom she may have left it. Even though a third person gets her money and assists in the direction of her funeral, the husband must pay for it all. (*Sears v. Gidday*, 41 *Mich.* 590.) And he cannot claim reimbursement from her estate for either the expenses of interment or of a monument which he may have erected over her ashes. (*Smyley v. Rees*, 53 *Ala.* 89; *S. C.* 25 *Am.*