

although for the first time, without notice that her authority is limited; but if the law does so make him liable, there is no need for any estoppel, and we are driven back upon the exploded notion that the husband's liability is founded upon some law other than that which governs in general the relations of principal and agent. It is urged that it is hard to throw upon a tradesman the burden of inquiring into the fact of a wife's authority to buy necessaries upon her husband's credit. I assent to the answer that while the tradesman has at least the power to inquire or to forbear from giving credit, it is still harder and is contrary, if not to public policy, yet to general principles of justice, to cast upon the husband the burden of debts which he has no power to control at all except by a public advertisement that his wife is not to be trusted, and in respect to which, even after such advertisement, he may be made liable to a tradesman who is able to swear that he never saw it. It appears to me that the decision of the majority of the judges in the case of *Jolly v. Rees* has put the law as regards this matter upon a proper footing, and that there is no ground for disturbing the judgment in this case which the defendant has obtained.

Appeal dismissed with costs.

#### RECENT U. S. DECISIONS.

*Bailment—Valuables left with bathing-house manager.*—Where a bathing-house manager, to induce the public to patronize him, agrees to furnish a safe place for the valuables of bathers, he is a bailee for hire, and is responsible for the loss of such valuables, unless he can show that the loss was occasioned by force of circumstances beyond his control, and upon this point the burden of proof is upon him. The fact that the key of the box where the valuables were deposited was given to their owner, does not relieve him from his liability.—*Levy v. Appleby*, Marine Ct. N. Y., Ch. Leg. N., June 12, p. 331.

*Bankruptcy—Liability of a bankrupt as a stockholder—Composition.*—Proceedings to obtain a discharge in bankruptcy must be strictly construed. The bankrupt must comply substantially with all the conditions requisite and precedent to obtain his discharge. In order that a contingent liability—such as liability as

a stockholder—may be discharged by composition proceedings, the bankrupt must include such contingent liability in his statement of debts, and the creditors holding such contingent claim must have notice that a discharge from such liability is sought.—*Flower v. Greenbaum*, U. S. Cir. Ct. North. Dist. Ill., Ch. Leg. N., June 12, p. 329.

*Trade-mark—Sale of factory conveys exclusive use of all brands.*—The purchaser of a factory which made a certain defined article, which was known by a particular brand, the sale conveying the use of all the brands, takes the exclusive use of all such trade-marks. Trade-marks affixed to certain articles manufactured at a particular factory will pass with the factory when it is transferred by contract, or by operation of law.—*Kidd v. Johnson*, U. S. Sup. Ct. Rep., June 9, p. 729.

#### GENERAL NOTES.

—In the course of an argument recently, a barrister remarked: "What does Kitty say?" "Who's Kitty?" said the magistrate, "your wife?" "Sir, I mean Kitty, the celebrated lawyer." "Oh," said the magistrate, "I suspect you mean Mr. Chitty, the author of the great work on pleading." "I do, sir; but Chitty is an Italian name, and ought to be pronounced Kitty."

—It seems not unlawful to assault a ghost. We learn this from a Newburyport newspaper. The facts in the case appear to be as follows: One morning a company of young men thought it would be a good joke to throw a stone into the chamber window of one of the citizens of the town of West Newbury. A member of the family, however, overheard the young fellows plotting mischief, and hurrying home, informed the old gentleman of the plan, and he, quickly donning a portion of his undergarments only, hastened to put himself in ambush. When the young rioters came along he sprang out, and all ran but one, who stood up and knocked the old gentleman down twice. Whereupon a warrant for assault was issued, and when brought into court the defendant pleaded that "he thought it was a ghost, and he wasn't going to run from it." Accordingly his honor discharged him.—*Albany L. J.*