the court, and with Bowen, J., that it is not. The appellants' counsel have brought under our notice a considerable number of authorities with the view of establishing that the law as laid down in *Jolly* v. *Rees* is erroneous. I think that the authorities have a contrary effect. They establish beyond controversy that the liability of a husband for debts incurred by his wife during cohabitation is based upon the ordinary principles of agency. It follows that he is only liable when he has expressly or impliedly, by prior mandate or subsequent ratification, authorized her to pledge his credit, or has so conducted himself as to make it inequitable for him to deny, or to estop him from denying her authority. In the present case express authority is out of the question, and there is no evidence that the defendant ever assented in any way to the act of his wife in pledging his credit to the plaintiffs. But it is said that there is a presumption that a wife living with her husband is authorized to pledge her husband's credit for necessaries: that the goods supplied by the plaintiffs were, as it is admitted they were, necessaries; and that, as a consequence, an implied authority is established. This contention is founded upon an erroneous view of what is meant by the term "presumption," in cases where it has been used with reference to a wife's authority to pledge her husband's credit for necessaries. There is a presumption that she has such authority in the sense that a tradesman supplying her with necessaries upon her husband's credit, and suing him, makes out a *prima facie* case against him, upon proof of that fact and of the cohabitation. But this is a mere presumption of fact, founded upon the supposition that wives cohabiting with their husbands ordinarily have authority to manage in their own way certain departments of the household expenditure, and to pledge their husband's credit in respect of matters coming within those departments. Such a presumption or *prima facie* case is rebuttable, and is rebutted when it is proved in the particular case, as here, that the wife had not that authority. If it were not so, the principles of agency upon which, *ex hypothesi*, the liability of the husband is founded, would be of practically no effect. Feeling this difficulty, the appellants' counsel shift their ground, and contend, that although under the circumstances of this case, the wife may have had no authority in fact or in law to pledge her husband's credit, yet the defendant must be taken to have held out his wife as having authority to pledge his credit to all persons supplying her with necessaries, without notice that she had not authority in fact, and consequently is estopped as between him and the plaintiffs from denying her authority. This contention appears to me to have no better ground of support than the one with which I have just dealt. If a tradesman has had dealings with the wife upon the credit of the husband, and the husband has paid him without demur in respect of such dealings, the tradesman has a right to assume, in the absence of notice to the contrary, that the authority of the wife which the husband has recognized continues. The husband's quiescence is in such a case tantamount to acquiescence and forbids his denying an authority which his own conduct has invited the tradesman to assume, just as it would forbid his denying the authority of a servant who had been in the habit of ordering goods for him from the tradesman, and whose authority he had secretly revoked. But what, in the case of a tradesman dealing with his wife for the first time, has the husband done or omitted to do which renders it inequitable for him to deny his wife's authority? For the tradesman, it is said that the mere relationship of husband and wife entitles him to assume, in the absence of notice to the contrary, that the wife has authority to pledge her husband's credit for necessaries. But this is a fallacy. The tradesman must be taken to know the law; he knows (for the present argument proceeds upon that supposition) that the wife has no authority, in fact or in law, to pledge the husband's credit, even for necessaries, unless he gives it her, and that what the husband expressly or impliedly gives he may take away. How then can the tradesman dealing with the wife for the first time, and without any communication with or knowledge on the part of the husband, say that he is induced or invited, either by law or the husband, or by both combined, to deal with the wife upon the faith and in the belief of her being in fact authorized to pledge her husband's credit? If he be so induced or invited, it can only be upon the footing of the law making a husband absolutely liable for necessaries purchased by his wife to any person dealing with her,