bilan has been so fully treated by Chief Justice Meredith in the case of *Poulet* v. *Launière*, 6 Q. L. R. 314, that it is unnecessary to go into it again. It was held in that case that a defendant who has given special bail is not bound to file a statement and make the declaration mentioned in Art. 766 C. C. P. I concur in that ruling, and the petition will therefore be rejected.

The judgment was as follows :—

"Considérant l'espèce de cautionnement qu'a fourni le défendeur le 27 Dec. 1880, et que, sous les circonstances, le défendeur n'était pas tenu de déposer au bureau du protonotaire un état de ses biens, et n'est pas contraignable par corps, renvoie et rejette la dite requête avec dépens," &c.

DeBellefeuille & Bonin for plaintiffs.

Pelletier & Ethier for defendant.

SUPERIOR COURT.

MONTREAL, July 7, 1881.

Before MACKAY, J.

BROWN et al. v. GUY et al., and PROULX, plff. *par reprise*.

Woman séparée de biens—Authority to contract debt for necessaries.

A wife séparée de biens does not require the authorization of her husband for the purchase of necessaries.

PER CURIAM. This is an action on an account for goods sold and delivered, amounting to over $260. The defendant is *séparée de biens*, and bought the goods. There was no charge in the plaintiffs' books to the husband. The goods were always charged to the wife, and they were necessaries. But it is said that even for necessaries a woman *séparée de biens* requires the authorization of her husband. I have often ruled against this pretension, and I cannot hold otherwise now. C. C. 1318 allows the wife *séparée* perfect freedom to dispose of and alienate her moveable property, and to contract debts without her husband's authorization. (*Sic* Renusson, ch. ix. No. 28, Comm.; also Marcadé, vol. 5, p. 581.) Judgment will go for the plaintiff *par reprise;* but as to the amount, I do not see proof to warrant judgment for more than $210.

The judgment reads as follows :—

"Considering that plaintiff and plaintiff *par reprise d'instance* have sufficiently proved against the female defendant to entitle them, *nommément* the plaintiff *par reprise*, to a judgment against her for $210 for goods sold and delivered—necessaries sold and delivered—to her as alleged in plaintiffs' declaration;

"Considering that the plaintiffs never charged the male defendant anything;

"Considering that in contracting for these things the female defendant acted by and for herself, and was so charged; that she was in so contracting only making acts of administration lawful to her, though *séparée de biens*, and that she was under the circumstances competent for such acts or contracts, but this judgment to be *exécutoire* only on or against her moveables or moveable property;

"Judgment accordingly for $210 and costs."

T. Bertrand for plaintiff *par reprise d'instance*.

Barnard, Beauchamp & Creighton for defendants.

U. S. SUPREME COURT DECISIONS.

Maritime law—Collision—Ship drawn by tug—When both liable for negligence.—A ship and a tug towing it are in law one vessel, and that a vessel under steam, and it is their duty to keep out of the way of a sailing vessel. And where both the tug and the ship were under the general orders of the pilot of the ship, and were approaching a sailing vessel, which was seen both on the ship and on the tug, and the tug neglected to take the proper course to avoid a collision, and the pilot on the ship gave no direction to take such course, *held*, that both the ship and the tug were liable for the collision. Both vessels were responsible for the navigation. The ship, because her pilot was in general charge, and the tug, because of the duty which rested on her to act upon her own responsibility in the situation in which she was placed. The tug was in fault because she did not on her own motion change her course so as to keep both herself and the ship out of the way; and the ship, because her pilot, who was in charge both of ship and tug, neglected to give the necessary directions to the tug, when he saw or ought to have seen that no precautions were taken by the tug to avoid the approaching danger. Decree of U. S. Circ. Ct, S. D. New York, affirmed. — *Ship Covilita* v. *Perry*.—Opinion by Waite, C. J.—[Decided May 2, 1881.]