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LAW REPORT.

COURT OF KING'S BENCH,
NOVEMBER 30.

Sittings before Lord Kenyon in Westminster Hall.
DAWSON v. GILDART.

The Plaintiff is a Milliner in Pall Mall; the Defendant a Clergyman residing in Yorkshire, but who, with his wife, comes occasionally to town. This was an action brought for the amount of a bill for a cloak and other articles of wearing apparel furnished for Mrs. Gildart the Defendant's wife, while they were at lodgings in Millman-street, Bedford-row, in the Spring, April or May 1799; and it appeared clearly that these articles were furnished to the Defendant's wife while they were in lodging at this place, and living together; and it was said that the charges were reasonable charges, of what was called a ready money price.—This was the case on the part of the Plaintiff.

Mr. ERSKINE, contended, on the part of the Defendant, that he was not liable to pay this demand, and, he said, it was material to every tradesman in this country, particularly in this town, to know, that if a man's wife living with him, goes to the shop of any tradesman, and contracts debts in the absence of her husband, that husband is answerable for such debts only to such an amount as may be suitable to his degree in life, and it was well that the law was so, otherwise a man might be ruined before he could have time to look about him. This Defendant was a Clergyman, living in Yorkshire, and occasionally, came to London with his wife. That wife, although he had not the slightest reason to suspect her virtue, had the failing to be most extravagantly fond of dress, for which the dissipation of this metropolis afforded her too many opportunities of indulging, and which she did to such an extent, that it became the subject of disagreement between her and her husband, and caused their separation for a while. In consequence of this unhappy infirmity of the Defendant's wife, the Defendant finding himself surrounded daily by creditors on her account, gave notice to those who used to give her credit, not to deal with her at all but for ready money, and this was the Defendant's case in this action. After this the Plaintiff had thought fit to trust her, for which the Defendant was not liable in point of law any more than in point of conscience. The Defendant had only this complaint to make against his wife; she had no other infirmity; she was the mother of seven children, and entirely virtuous; but the law did not call on the Defendant to answer for all her improvident contracts when they went beyond his degree, and that the more especially after the Defendant had given the Plaintiff notice not to give out any articles to his wife otherwise than for ready money; notwithstanding the Plaintiff chose to trust this Lady, who had this absurd propensity to extravagance in dress to the amount of 17l. and upwards. There was another circumstance of which the Defendant had reason to complain loudly, and that was the art used by Mrs. Dawson to entice this dress-friended lady, the Defendant's wife, to purchase different articles of finery and frippery. There needed no eloquence to assist this Lady in her fondness for dress; and yet, after this caution on the part of the Defendant not to trust his wife, Miss Dawson by her mother's direction, had written to Mrs. Gildart a letter on the 18th of April, 1800, as follows:

"Mrs. Dawson is extremely sorry to trouble Mrs. Gildart about the little account of last year, but as Mrs. Gildart particularly desired it to be charged as ready money price, as she said Mr. Gildart would be extremely angry if she left town without paying for it.—Mrs. Dawson did not get any thing by

it, as Mrs. Gildart left town: She has been a loser.—She will be much obliged by a remittance.—Mrs. Dawson, on the first week in May, introduces a Spring Hat, of which nothing before was ever manufactured of the kind, it is so strikingly elegant and simple, and so much in Mrs. Gildart's stile, that Mrs. Dawson much hopes to receive an order.

This was the sort of flummery by which this Plaintiff recommended her frippery, and it succeeded too well with this unfortunate Devotee to finery, the Defendant's wife, for a bonnet was never ten minutes in her eye, before it was upon her head, if promising to pay for it could give it a place there; as, to the Defendant's sorrow, it had been the case frequently, and would appear to-day, if the Plaintiff chose to act with candour, by producing the Books, by which it would appear that the last 10l. that was paid by this Defendant to the Plaintiff, was on account of a balance of a bill for 70l. for articles of dress, furnished by the Plaintiff to the Defendant's wife. Notice had been given to the Plaintiff to produce his books. In one word, the Defendant would be undone, if all the extravagant contracts of this wife of his, were to be held binding upon him. So true it was, that a woman who was not virtuous, but free from every foible but one, might be the ruin of her husband by that single foible, but he was confident the case would not be so in the present instance.

Mr. SINCLAIR, an Attorney, being examined, swore as follows:—"I saw Mr. Benjamin Dawson (the Plaintiff), about eight days ago, on the subjects of this action. I asked him, whether he had been paid any money on account of this Lady. I called with Mr. Gildart on him, in Pall-mall.—I called on him for the purpose of knowing, whether Mrs. Dawson would acknowledge a letter which she received from him. I produced that letter to him. I did it to save the trouble of swearing Witnesses to prove the hand-writing. He looked at the Letter, and said he would not deny the letter, but acknowledged that it was his letter. Mr. Gildart expressed his surprise that after the intimation and notice he had given, that he could let his wife run up any bill there. The words were—"After the notice I have given you, I am very much surprised that you should let my wife run up a bill.—I have given you notice, frequently, that you should not give her any articles without ready money, and that she should not have any bill with you at all." Mr. Dawson said, "It is true, you have given me notice to that effect, but as Mrs. Gildart had been, for several years, a respectable customer of my wife's, I wished her name to be on my books, altho' I should have preferred ready money."—That is all that passed.

On cross-examination, the Witness said "that the way he came to call on Mr. Dawson, was to learn whether he would acknowledge, his hand writing, to save the trouble and expence of summoning Witnesses to prove it.—I do not think that the Defendant is a distressed man. He is a very respectable man. I dare say his living is worth 700l. a year: but what his private fortune is, I cannot tell."

Lord KENYON.—"The question here is, whether a person giving credit to a wife contrary to the direction of the husband, can recover that credit in a Court of Justice? To that question only one answer can be given; most undoubtedly he cannot."

Mr. MINGAY, on the part of the Plaintiff did not deny the proposition laid down by my Lord, as a general proposition, but submitted it to the jury as a question to be decided by them, whether the Defendant had not waived his right to insist on that proposition in this case, inasmuch as this cloak and the other articles were furnished

to the wife while her husband was with her. That he saw her wear the articles, and that he ought to have refused to allow them to be taken in; that if he was averse to his wife's wearing these fine things, he ought to have turned out the person who brought them home, band-box and baggage. But that if he chose to bring his wife with him to this gay metropolis, instead of keeping her (as perhaps she ought to be kept) with her family in Yorkshire, and chose to let her wear this sort of finery, and take it in at his own lodgings, he ought to pay the tradesman who furnished it, as it appeared to be sold for a ready money price. This he submitted to the Jury to be disposed of as it should impress their minds. He thought they would consider whether the Defendant ought not in this case, either to pay for or lend back the goods.

Lord KENYON.—"Gentlemen of the jury—If the Plaintiff has a right to substantiate this Case, and to enforce the payment of this demand, in a Court of Justice, it seems to me that there is an end of all domestic felicity whatever among us, and an end also to that protection which honest prudence has hitherto cast around a man who would otherwise be undone by the improvidence of another. A man is liable to maintain his wife up to the extent of his degree in life; this he is liable to not only by the Law of Land, but also by every social, moral, and religious duty. They all call on him to do so; and if he treats his wife with any cruelty, turns her out of doors, and refuses her necessaries, he compels her to contract debts in her own support; and for such debts, up to the extent of his ability he is liable to pay; but I never heard it, nor could an hundred verdicts, if it were possible for them to be given, influence the law upon this subject, that if a man's wife goes to a person and runs in debt, and then the husband afterwards desires that person to be cautious in future and not to trust her, but to deal only for ready money with her, that such a husband shall pay the debts which his wife enters into with that person, when the husband says expressly 'I will not pay her bills,' he cannot be called upon at all, except where he turns her out of doors, and she contracts debts for her necessary support in life. I know the learned gentleman who addressed you on behalf of the Plaintiff in this case, to be an honorable man; I am almost sorry that he should address you at all on such a subject as this; it is a case that is too clear, it is a case where the precedent would be pernicious if a Verdict were given for the Plaintiff.—Most clearly the Plaintiff has made out no demand, and most clearly the Defendant is entitled to your Verdict."

Verdict for the Defendant.

CORONATION

OF THE EMPEROR ALEXANDER I.

Moscow, Oct. 2.

On Sunday last was performed the Ceremony of the Coronation, &c. of the Emperor Alexander I. Early in the morning a discharge of 21 pieces of cannon gave a signal to the troops to occupy their respective posts, and to the persons who were to figure in the procession, to repair to the places assigned to them. About nine o'clock the march began in the following order from the palace in the Kremlin (the citadel) to the Cathedral of the Assumption:

1. An Officer of the Knight's Body-Guard, at the head of a detachment of that Corps, drew up along the way as far as the door of the church.

2. Twenty-six Ordinary and as many chamber pages advanced into the Church.

3. Two Masters of Ceremonies proceeded to point out to each person, the place and part he should take in the

Procession; which having done, they took their stand around the *Imperialia* which were carried upon cushions into the church by persons of high distinction. The *Imperialia* consisted of

The Chain of the order of St. Andrew.

The Banner of the Empire.

The Seal of the Empire.

The Sword of State.

The Mantle of her Imperial Majesty.

The Mantle of his Imperial Majesty.

The Sceptre.

The Staff of Command.

The Small Imperial Crown.

The Large Imperial Crown.

The *Imperialia* were escorted by two Officers of the Knights Body-Guard, and twenty-four Knights with Carbines.

4. The Deputies of the Russian Merchants from all the governments of Russia.

5. The Deputies of the Foreign Merchants.—Mr. Hawes represented the English.

6. The Magistrates of Moscow.

7. The Members of the University.

8. The Superintendants of the different departments of the government of Moscow.

9. The Dignity of the Nobility of all the governments of the Empire.

10. The Senate.

11. The Members of His Imperial Majesty's Council.

12. The Upper Masters of Ceremonies, with their staffs.

13. The Grand Master of Ceremonies, with his staff.

14. Two heralds, in their appropriate Costume.

15. A detachment of the Knights body-guard.

16. Two Marshals of the Court with their staffs.

17. An Upper Marshal of the Court, with do.

18. The Grand Marshal.

19. His Imperial Majesty attended by two Adjutant-Generals and the Colonel of the Knights Body-Guards, drawn swords in their hands.

20. Her Imperial Majesty, accompanied in the like manner.

The Canopy under which their Majesties were placed was supported by sixteen Majors and sixteen Lieutenant Generals.

21. The Bishops of the Robes, Maids of Honor, &c.

22. A detachment of the Knights Body-Guard.

23. A body of Noblemen of the most illustrious families of the Empire, one representing each family.

24. The Manufacturers of Moscow—the Chief Merchants of do.

25. A detachment of the Knights Body-Guard, which closed the procession.

A ringing of all the bells in the different churches announced the beginning of, and continued during the procession.

His Imperial Majesty was received at the door of the Church by the Metropolitan of the Moscow, bearing in his hand a cross, and by the Archdeacon, carrying the holy water.

As soon as their Imperial Majesties entered the Church, they placed themselves before the altar, prostrated themselves before, and kissed the Sacred Images that were placed around.

They next ascended a throne, which was raised in the middle of the Church under a canopy, and seated themselves upon it.

The Archbishops, Bishops, and other Dignitaries of the Church then placed themselves in two lines along the steps of the throne towards the altar. The choir then sung a verse of the Psalm—*Te domine Cantamus, &c.*

The Noblemen of distinction who carried the *Imperialia*, then mounted the steps of the Throne, and placed the *Imperialia* upon a table placed for that purpose. Having arranged them in due order, they took their places upon