

in accordance with the provisions of s. 1 is service on the corporation, it is probable that the copy the legislature had in mind was the one called for by P. S., c. 219, s. 2, as amended by Laws 1893, c. 67, s. 6, which provides that "all writs and other processes shall be served by giving to the defendant, or leaving at his abode, an attested copy thereof, except in cases otherwise provided for." In other words, it is probable the legislature intended s. 1 as an addition to, or amendment of, P. S., c. 219, s. 2 rather than as an addition to, or amendment of, P. S., c. 219, s. 5.

Exception overruled.

All concurred.

Merrimack, }
May 2, 1916. }

ORR & ROLFE COMPANY v. ARTHUR K. MERRILL & a.

A married woman is liable, under P. S., c. 176, s. 2, on a contract made by herself and her husband for the purchase of goods for a partnership of which both are members.

ASSUMPSIT, for goods sold. Trial by the court and verdict for the plaintiffs. The defendants, who are husband and wife, visited the plaintiffs' store in June, 1914, and bought the goods in question for Merrill & Co., a partnership of which they were the members. Transferred by Branch, J., from the April term, 1916, of the superior court on the wife's exception to the verdict.

Harry J. Brown, for the plaintiffs.

George W. Pike, for the defendants.

YOUNG, J. The question raised by the wife's exception is whether she is liable on a contract she made with the plaintiffs for the benefit of a partnership composed of herself and her husband—not whether she would be liable on a contract her husband made for the benefit of the partnership. In other words, the question is not whether she is liable on a contract made by her husband, but on one she made with the plaintiffs, and that she is, is not open to question. P. S., c. 176, s. 2.

Exception overruled.

All concurred.