

Sept. 15, 1882.]

An exaggerated conception of the area covered by the measure would be got if we lost sight of a few substantial qualifications which undo not a little of the effect of the most salient clauses of the Bill. It is not intended, for instance, to interfere with existing settlements. There is, too, no proposal to withdraw or curtail the power of making future settlements, unless so far as it is necessary to give creditors the same rights over the property of a married woman who engages in trade, and is unable to pay her debts, as they now possess in the case of a bankrupt trader. To avert an obvious scandal, which would be produced by the adoption of one of the clauses without check or limit, the framers of the Bill say that as to any property, "no criminal proceedings shall be taken by any wife against her husband by virtue of this Act, while they are living together." Nevertheless this legislation marks a notable advance, and heralds some curious social changes. In 1870 the Legislature had its eye directed almost solely to the hardship, which was undeniable, of permitting a husband, who might be wholly remiss in his duties as breadwinner of the family, to sweep away all the earnings made by his wife's pen, pencil, or needle. With general approbation Parliament then took measures to secure the remuneration gained by married women in separate trades, or in the exercise of literary, artistic, or scientific skill. In 1875, Parliament returned to the subject, but only to touch it lightly and perfunctorily. The new measure is more important than either of its predecessors. Unlike them, it is based upon a principle, and one radically different from the principle which has hitherto been supreme in regard to married women's property.

The presumption always has hitherto been that everything which a woman had at marriage, or which she afterwards obtained, passed to her husband. For centuries that principle has been applied, almost without mitigation, to the poor, and, indeed, to the greater part of the middle classes, who have not family solicitors at their elbows, and are not much concerned about the transmission of property. Until the measures which we have named, and others designed to protect the earnings of women who were deserted by their husbands, were adopted, the Common Law was, in fact, the marriage law of the poor. For the rich there was another law. Men whose daughters were entitled to property took care, as a rule, to settle it to their separate use; and accordingly the well-to-do classes of the community know little of the rigour of the rules which we have stated. Under this Bill the wife of a costermonger will have, in effect, an Act of Parliament settlement. An important legal presumption will be altered, and we shall not have to wait long to observe the result. Those who do not marry without settlements of some sort will continue in the same course; but the millions who do will live under a law which gives a *feme covert* much the same rights as a *feme sole*. Other consequences,

perhaps more momentous, are latent in the measure, which will leave little of the Common Law intact. It probably portends indirect social effects, much greater than the disposition of property, and it may in the end pulverize some ideas which have been the basis of English life. Measures which affect the family economy are apt to be "epoch making;" and probably when the most talked of Bills of the Session are clean forgotten this obscure measure may be bearing fruit.—*Times*, August 17.

LAW STUDENTS' DEPARTMENT

EXAMINATION OF STUDENTS BEFORE EASTER TERM, 1882.

EXAMINATION FOR CALL.

Pollock on Contracts—Best on Evidence.

1. Indicate by examples the kind of conduct which can be relied on as constituting a tacit acceptance of a contract.
2. To what extent can an agent personally enforce contracts entered into by him on behalf of his principal? Answer fully.
3. Under what circumstances will representations not fraudulent affect the validity of a contract? Answer fully.
4. In case of a solicitor purchasing or obtaining a benefit from his client, what is required of the solicitor in order that the contract may be upheld?
5. Write short notes on the privilege of witnesses in not answering questions tending to criminate themselves.
6. Mention the different modes of proof of handwriting by resemblance.
7. To what extent are communications between solicitor and client privileged from being given in evidence? Answer fully.
8. Define a promissory note, and write brief notes on the question of its negotiability.
9. A. on good consideration transfers a bill payable to his order to B. without indorsing it. What right has B. in regard to the bill so transferred?
10. To what extent is a banker liable for the payment of a forged bill? Illustrate your answer by reference to a decided case.