her position at that time had one great practical advantage, namely that it was clearly defined and well understood. To the wife who was liberal minded enough to consider that she should have some control over her own property, even as against her lord and master, this might not have been much satisfaction. But to third parties having dealings with either husband or wife this settled state of the law afforded a security which unfortunately for them has since been swept away by the tide of legal reform.

Our modern legislators actuated no doubt by a sense of the wrongs that were being inflicted on this class of the community by laws that scarcely recognized their existence so far as any rights of property were concerned, and partly perhaps by a feeling of gallantry have made important, and in some cases sweeping changes in this branch of our legal system. In England and in the different States of the American Republic as well as in the different Provinces of our Dominion, these reforms have, within the last few years, been projected and passed into laws introducing changes more or less radical into the old rules of the common law. And as is too often the case when amending statutes are passed, these new rules produced such an uncertainty in the law as in many cases to more than counterbalance the good effects of the changes made. Even in this Province we fear there are grounds for contending that such is the case. That some have been benefitted by these changes will not be denied, but whether the public generally have thus far profited by them is certainly open to question, though when judicial decisions have better settled what the law is there may not be so much room for complaint. Certain it is that since the passing of the Ontario statutes of 35 Vic. cap 16 and 36 Vic. cap 18 there has been a great deal of litigation with reference to the property and contracts of married women, wherein the conclusions arrived at by different judges from time to time have unfortunately not always been consistent. And the subject is likely for sometime to come to be a fruitful source of litigation for Courts and of profit to our lawyers. But it is not our intention to enter into any discussion of the legal questions involved. We merely wish to warn business men against some of the dangers and risks they incur in dealing with married women.

An impression appears to be prevalent that if a married woman has property it is liable, as a matter of course, for her debts and contracts. This is not the case. It is necessary that they should contract *with reference to her property, i.e.*; that the parties must have had in their contemplation at the time of contracting that such property should be subject to this liability. This might no doubt have been evident by the circumstances under which the contract was entered into, as well as by express declarations. It may seem reasonable that it should be held that the parties contemplated such a liability in every case where a contract was actually entered into, and where the woman was possessed of property in her own right, at least if this latter circumstance were known to the other contracting party.

Still there can be no doubt that the mere existence of an assumed obligation on one hand, and of property on the other, is not sufficient to render the latter liable for the satisfaction of the former. And in the present state of the authorities it would not be prudent to rely on a knowledge by the other party of the existence of separate property of the wife.

The only safe course would seem to be to invariably insist on her expressly contracting to pay out of her separate property. It will be observed that we are dealing now with the power of a wife to bind herself by her contracts and not of her, authority to bind her husband, which depends on different principles.

Persons dealing with the land of women under coverture are also running some risk. Necessarily so from the fact that it is generally in the ostensible possession of the husband, the extent of whose authority to deal with it may be difficult to ascertain. Tenants taking leases of such property, and contractors erecting buildings thereon, are peculiarly liable to be defrauded. This is strikingly illustrated by a case recently decided in our Court of Queen's Bench. The case to which we refer is *Wagner v. Jefferson*. There the defendant, a married woman, was the owner of certain lands for her separate use. Her husband employed the plaintiff, a contractor, to build on this land, and the plaintiff rendered his accounts to the husband, not knowing that the defendant was the owner of the land. Not being paid, and ascertaining the true state of affairs, suit was brought against the wife, but the court held that she was not liable, although she had obtained the receipt of the work done, as no contract had been made with her nor credit given to her. Here we find the party who had done this work without remedy against the party who had received the benefit of it, and the party who had ordered the work probably worthless on account of not being, as he appeared to be, the owner of the land. This may be the necessary result of established legal principles, but a decision that can work so glaring a practical injustice would seem to call for a further amendment of the law. At any rate it behooves all business men to be peculiarly careful in their dealings with *man and wife* while the law remains in such a state of uncertainty, as is always the case when it is in the course of a violent transition.

THE PROVINCIAL INSURANCE COMPANY.

The twenty-seventh annual meeting of this company was held in its offices in this city on the 4th inst., and this week we have been enabled to secure a copy of the annual report submitted to the shareholders, which may be found in another column. It is in the same unintelligible form adopted in previous years, as prescribed in their charter. Such information as it contains is all we have of the company's position, and is, therefore, all that we can supply our readers. The management has always been backward about entering into any arrangement for the purpose of maintaining even the low rates now prevalent, and is freely charged with still undercutting. Considering the disastrous year to all insurance interests, the loss of nineteen thousand dollars, if that was really all, need not of itself create very much uneasiness. But the fact that the company has at best but a very slender capital, and is now employing nearly two hundred agents who are endeavouring to scatter its policies throughout the Dominion, while they know little or nothing of the company's real position, is a matter of great injustice to the public. In the statement of assets there are several items that cannot fail to attract attention, viz.: Bills Receivable and Sundries, $20,312; Agents' Balances and Sundries, $55,484. It will be noticed that these amounts are equal to one third of the premiums for the year. A statement of assets is only valuable when contrasted with the liabilities, but the latter side of the balance-sheet appears to be entirely ignored by the management. The report does not furnish any statement of the amount of unsettled claims, nor of the amount necessary to reinsure the outstanding risks, which we have reason to believe now amount to fifteen million dollars. A policy of suppressing facts will not satisfy anybody, and its adoption is, in our way of thinking, a serious if not a fatal mistake. In view of the present position of insurance interests and the apparent condition of the company, it would appear that not only should constant care and prudence be exercised on the part of the directors, but the attention of the manager might with great propriety be concentrated upon its interests.