

TRADING PARTNERSHIPS WITH MARRIED WOMEN.

common law has been entirely abrogated, and the power of the wife to contract with the husband has been fully established." So that we should think that the separate estate of a married woman would be liable for the debts of a partnership *in respect of it* between her and her husband, and that, in a limited sense and in a Court of Equity, she should be considered as a partner in such a partnership. "Whether at law, the husband of a married woman entitled to a share in a partnership for her separate use is liable as a partner, is a question," it has been observed, which, so far as the writer was aware, "has not been judicially determined; but, if the wife holds her share herself and not in the names of trustees, the husband will, it is conceived, be a partner in respect of such share. There are, indeed, cases in which it was decided that when a married woman was a shareholder in a company, and was herself registered as such, her husband was not liable either to be made a contributory, on the winding up of the company, or to be sued by *scire facias* by a creditor thereof. But these cases turned on particular statutory enactments, and do not by any means determine the general question above suggested." 1 Lind. Part. 3rd ed. 86.

On many of the points we have mentioned, the Married Women's Property Act (1870), we need hardly say, has now an important bearing, as, indeed, will be sufficiently obvious by a mere statement of the terms of the first section alone; but our space will only permit us to advert to one or two matters in connection with it. That section provides, in effect, that, in respect of the wages and earnings of any married woman acquired or gained by her after August 9, 1870, "in any employment, occupation or trade in which she is engaged or which she carries on separately from her husband," and also as to any property acquired through the exercise of any "literary, artistic, or scientific skill," such married woman is to be placed in the position of a feme sole in respect of the beneficial enjoyment of such property. And by this Act as to such property, a married woman has acquired a personal legal status, with power to contract and to pursue legal remedies, free from the incapacities consequent on coverture. It appears to us that since

this statute as to any partnership respecting industries, &c., within the terms quoted, there would no longer be any reason why the marriage (before or after the passing of the Act) of a feme sole partner should dissolve the partnership. This statute is a remedial one, and, although in derogation of the common law, should be construed so as to suppress the mischief contemplated and to advance the remedy. We hold, then, that, in respect of property as specified, a married woman may now be a partner; but as to whether she may be a partner with her husband, we were at first view inclined to hesitate, notwithstanding the terms of the section quoted. We think, however, that this statute does not enable her to engage in or carry on a partnership with her husband. And although, as we have seen, a different impression appears to prevail, neither do we think that an Amendment Act, only so wide in terms as that which was contemplated by Mr. Palmer, would achieve this object. So, under a statute of Massachusetts, which provides that a married woman may sell her separate property, enter into any contracts in reference to the same, and carry on any trade or business on her sole and separate account, in the same manner as if she were sole, it has been held that a woman may belong to a trading partnership if her husband is not a member thereof, but not if he is a member: *Plummer v. Lord*, 5 All. 460, ib. 481, 9 ib. 455; *Lord v. Parker*, 127; *Lord v. Davison*, ib. 1313; *Edwards v. Stevens*, ib. 315. We confess that, for our part, we should not desire it otherwise; even though the law in this respect may not be finely calculated to promote hymeneal commerce between money-bags, and although it may ruffle the current of true love between those of whom it is written that, "if their goods and chattels can be brought to unite, their sympathetic souls are ever ready to guarantee the treaty."—*Irish Law Times*.

PRODUCTION OF TELEGRAMS FROM THE POST OFFICE.

The decision of Mr. Justice Grove, with reference to the production in evidence of copy telegrams in the custody of Her Majesty's Post Office, will be received with unmixed satisfaction. The applica-