

real and personal property without any limitations whatever. She is, indeed, in exactly the same position, with regard to property as if she had no husband. In the same way she can enter into contracts and be sued upon them to the extent of her separate property, and, generally, legal proceedings may be taken against her alone, in all respects as if she were a *feme sole*. Again, if a married woman enters into any contract, in the absence of evidence to the contrary, she will by so doing bind her separate property, and not only that which she may then be possessed of, but also all that she may subsequently acquire. Further, if she carries on a trade apart from her husband she may be made a bankrupt—a provision which is of importance in defining her new status, although it is not entirely new. Thus, according to the custom of the city of London, which also obtained in a few other cities, a *feme covert* could trade on her own account, and be made a bankrupt. Again, if she were judicially separated from her husband, or if he were *civiltiter mortuus*, or undergoing a sentence of penal servitude, a wife might have been subject to the bankruptcy laws, since she in these cases possessed certain powers of contracting. But with these exceptions the rule is new. It remains to be seen whether a married woman will be held liable to be committed to prison in default under the Debtors' Act—a contingency which seems to follow, as a matter of course, upon the change in her position. All women who marry subsequently to yesterday will be entitled to hold all property then belonging to or afterwards acquired by them as their sole and separate property, and, similarly, all property in future acquired by women already married will belong to them as if they were still single. An important provision of the Act is that relating to the deposits of married women in Post-office or other savings banks, its general effect being that, apart from all questions as to the date of the marriage, the fact of any deposit in any bank or any stocks or shares standing in the name of a *feme covert* is *prima facie* evidence that she is beneficially entitled thereto, and that she is empowered to give a good discharge for the same. The position of a husband and wife living apart is materially altered by this Act. They are placed in much the same situation as if they were strangers, and can take criminal

proceedings against each other for the protection of their separate property, and give evidence against each other. Many of the new provisions need to be judicially construed before their effects can be rightly gauged, but enough has been said to indicate that the law relating to the property of married women has undergone a most drastic reform, and, beneficial as may be many of the privileges which wives now possess, it is to be feared that the Act will be found to cut both ways.

Scarcely less sweeping are the general effects of the Settled Land Act. Briefly put, its object seems to be to give every limited owner in possession of land full power to deal with that land in every way, just as if he were a prudent and well-intentioned absolute owner in possession. At the same time, facilities have been given for making outlays upon the land, and the rights of persons interested in remainder, or otherwise, are by no means lost sight of. Many of the provisions of the Act have, it is true, long been customarily and voluntarily inserted in settlements, and the same powers which have frequently been exercised by trustees will in future belong to the limited owner in possession. Thus, a tenant for life may now sell a settled estate, or any part of it, or "any easement, right, or privilege of any kind over or in relation to it." He cannot, however, sell the mansion-house and its demesne without the consent of the trustees of the settlement, or an order of the court. Considerable difficulties exist in predicting the effect of a great part of the Act, since it is so worded that until judicial decisions have been given it will be impossible to say what limits there may or may not be to the rights and liabilities it confers and imposes. Again, the tenant for life may exchange the settled land, or any part of it, for other land, or he may concur in making a partition where it is held in undivided shares. He may also lease the land for any purpose—on a building lease for any term not exceeding ninety-nine years, on a mining lease for no longer than sixty years, and on any other lease for any term not exceeding twenty-one years. Further, a tenant for life impeachable with waste may, on obtaining the leave of the trustees of the settlement, or an order of the court, cut and sell "timber ripe and fit for cutting:" but it does not appear who is to decide upon what trees are to be