

LAW STUDENTS' DEPARTMENT—CORRESPONDENCE.

letters to E., and a mandamus, ordering him to grant letters to S.

Held, failing any proof as to the law in Maine, it must be assumed to agree with the law here, according to which the Court will not grant administration to a creditor, so long as one having a better claim, as is the case with the next of kin, is willing to act; and, inasmuch as the next of kin did not appear to have been cited before the Court in Maine, the *status* of the creditor or of his appointee who obtained administration there, was not such as to compel the Surrogate judge here to pass over the next of kin.

The appointment of a creditor as administrator is not as of right, but rests in the discretion of the judge who appoints, and that cannot be interfered with by any peremptory writ, such as asked for in this case. *Browne v. Phillip*, noted Ambl. 416, followed. *Re Hill*, L.R. 2 P and D. 90, distinguished.

Held also, the above facts did not show such a case of conflict as would justify removing the matter of contention from the Surrogate Court into this Court.

D. A. O'Sullivan, for the application.

J. A. Donovan, contra.

LAW STUDENTS' DEPARTMENT

MICHAELMAS EXAMINATIONS.

The following are the dates of the forthcoming Michaelmas Examinations :

Primary—Tuesday, Nov. 7th.

Graduates and Matriculants present themselves on Thursday, Nov. 9th, at 10 a.m.

First Intermediate—Tuesday, Nov. 14th.

Second Intermediate—Thursday, Nov. 16th.

Solicitor—Tuesday, Nov. 14th.

Barrister—Thursday, Nov. 16th.

Every candidate for Call or Certificate of Fitness, who shall have omitted to file all his papers and pay his fees, on or before Nov. 4th next, will be required to present a special petition and pay a fee of \$2.00.

CORRESPONDENCE.

Married Women's Act.

To the Editor of the LAW JOURNAL.

Can a married women, living with her husband and not carrying on any separate business from her husband, but having separate estate and married since 4th May, 1859, contract with reference to her separate estate? The courts have held that when she makes a contract, not as agent of her husband, she contracts in reference to the separate estate, if she have any, and that she is liable. I have not seen the point raised as to *coverture* in connection with the Married Women's Property Act in any case before the courts, and until such point is raised I am of opinion that a married women being, in consideration of law under the coercion and dominion of her husband, and consequently having no legal capacity to assent to a contract, either respecting his property or her own, can not contract because she has no separate existence: see *Marshall v. Rutton*, 8 T. R. 545; *Lewis v. Lee*, 3 B. & C. (291)

R. S. Ont. c. 12, has not made any provision to remove any disability—and *coverture* is a disability,—and so long as any one is under a disability they have no power to contract. Sec. 20, c. 125 R. S. Ont., only provides, as I understand it, for any debt or contract arising out of her separate business or her separate estate, or for any debt which she may have contracted before *coverture*; but not to any private debt which the wife may contract, nor as the agent of the husband, or in reference to his separate estate. Having doubt on this question I would like to hear the opinion of some other student, or some gentlemen learned in the law, on the subject.

LEX.

Pembroke, Oct., 1882.

British Columbia Legal News.

To the Editor of the LAW JOURNAL.

SIR,—It is a subject of surprise and regret to some of your readers in British Columbia that you obtain so much inaccurate information respecting the administration of Justice in that province, particularly as the information is generally understood at Victoria to emanate from a very high source.