

TRADING PARTNERSHIPS WITH MARRIED WOMEN.

others, having been ceded totally to the women, Monsieur *le Mari* is little better than the stone under your foot—"a figure of 9 with the tail cut off," to use the polite periphrasis for a cypher applied to one of the Tichborne witnesses, at the recent notorious Newcastle meeting—a mere tolerated negation, like poor Mr. Tibbs, whose relative significance in Mrs. Tibbs' boarding house has been formulated by Boz:—"He was to his wife what the 0 is in 90—he was of some importance *with* her—he was nothing without her." Do they, then, order these matters better in France? Would it be a desirable consummation to cultivate a similar state of things by Act of Parliament? Does Mrs. Mantalini really need to be elevated to a vantage of yet greater ascendancy, upon a collection of sympathetic statutes of the realm? Whither, indeed, will not Mr. Hinde Palmer's powers of amendment ultimately lead us? May the result stop short of realising a pretty general concurrence in the paradox of Hugo de Bohun, in "*Lothair*," that all women—but no man—ought to marry. Indeed, of a bill very similar to that which was introduced by Mr. Palmer, Lord Penzance observed that, if it passed, it might be dubious how far there would remain any inducement to the male moiety of the community to enter into so perilous a contract as matrimony would then become. Yet, what may not the next session bring forth?—for, saith the old legend, the nineteenth century is to be the "century of women." Already, the Married Women's Property Act (1870), has placed its protégés in the position equivalent to that which Madame enjoys in France, under what the French code calls the *régime* of *biens séparés*; and doubtless, many advantageous suggestions towards extending that Act might be derived by sending a judicious traveller into other regions, as remote from us in customs as in latitude, where the Amazons prevail and the tornado is rampant. At all events, it is obvious that the progressive spirit of modern innovation will not stop short at such halting improvements as those contemplated in the Married Women's Property Act (1870) Amendment Bill, to which we have adverted, a measure, indeed, though it was, as has been observed, only needing a clause for the purpose of hav-

ing married couples registered under the Limited Liability Act. Admitted ills the Act of 1870 unquestionably did redress, and we are very far from quarrelling with it in detail; but, exceptional ills are ill-cured by remedies that convulse the constitution at large; and, before impetuously medicating ourselves with experimental Amendments, it is interesting, to say the least of it, to contemplate what would be the probable operation of the proposed panacea. On this point, however, we need not here recapitulate in full what may be found by referring back to a paper on "*Man and Wife (Limited)*," at p. 106 of this volume; and, for our present purpose, it will suffice to re-transcribe one passage from the *Saturday Review*—"The wife may either go into business with her husband, or, if she likes, she may start a rival shop and carry off his customers. If she provides the greater part of the capital, she will, no doubt, claim priority in the firm, and '*Smith and Husband*' may possibly become a familiar sign. A lady who finds the dull routine of domestic duties wearisome, will be at liberty to seek excitement on the Stock Exchange, or go shares with cousin Charley in a racing stable. If the family accounts get into confusion, husband and wife will have the opportunity of bringing actions against each other. Each will, of course, have a separate banker and solicitor," &c. There is, indeed, nothing, apparently, to prevent a baron and femme from living together if they choose, and without wrangling—if they can; but may they, as here suggested, enter into a contract with one another for mutual participation in trading profits and losses—can Mrs. Doe, despite the protestations of her John, enter into partnership with Peter Stiles? What are the legal bearings of coverture in relation to trading co-partnership in particular?

By the common law, married women were disabled from entering into binding contracts, or from engaging in trade. They were, accordingly, incapable of entering into contracts of partnership, whether for trading or other purposes; holding themselves out as partners would not subject them to the responsibilities attaching to other persons so acting; and, if *de facto* partners, nevertheless, it was their husbands, and not themselves, who