

CORRESPONDENCE—BOOK REVIEWS.

CORRESPONDENCE.

Contracts by Married Women.

To the Editor of the LAW JOURNAL.

SIR,—*Lex*, in writing from Pembroke, in the last issue of your journal, asks: "Can a married woman, living with her husband, and not carrying on any separate business from her husband, but having separate estate, and married since the 4th May, 1859, contract with reference to her separate estate?" The Courts have held that she most decidedly can, (see *Lawson v. Laidlaw*, 3 App., and cases there cited.) There is no doubt that under R.S.O. cap. 125, and the case law touching married women, that a married woman can contract as to all her separate estate, real and personal, and having contracted, all the separate property of which she is possessed is liable, subject, however, to this limitation, that only such property as she had at the time she contracted is bound by the contract. It is held in *Lawson v. Laidlaw*, that personal property enjoyed by a married woman, under the statutes of 1858 and 1872, is her separate property at law to the same extent, and with the same incidents, as property settled to her separate use was and is in equity, and therefore, on the principles of equity, whenever a married woman contracts a debt, (be it private, relating to separate business, or no matter what it relates to, as long as it is a debt for which, if made by a man, he would be liable), she is deemed to have contracted it with reference to her separate property, and intending that it shall be paid out of that property. This presumption is of course rebuttable. *Lex's* difficulty is the disability of a married woman to contract at law. The disability of coverture is a creature of society, of custom, that is of the common law. As such it can be encroached upon either by the legislature or by the judges, under their discretionary powers, which they had and exercised in the equity courts. This common law disability of coverture, and of a married woman having no separate existence apart from her husband was first infringed upon by the equity Judges holding that as to certain property she had an existence, and that as to such property she had a legal and individual capacity separate from her husband of assenting to a disposal of it by contract or otherwise. In short, as to the whole equitable doctrine of a wife's separate estate, all the English statutes, and our own sta-

tutes referring to married women and their estate, have as of necessity begun with giving a married woman a legal separate existence, and of considering her as without the coercion and dominion of her husband in so far as is necessary for the full working of the law of the property of married women. *Lex's* opinion on this point is, I submit, untenable.

Yours, LAW STUDENT.

Hamilton, Nov. 6, 1882.

[One of the most recent decisions in reference to this matter is *Pike v. Fitzgibbon*, L. R. 17 Ch. D. 455, in which the Court of Appeal held that the general engagements of a married woman can be enforced only against so much of the separate estate to which she became entitled, free from any restraint on anticipation, at the time when the engagements were entered into, as might remain at the time when judgment was given, and not against separate estate to which she became entitled after the time of the engagements, nor against separate estate to which she was entitled at the time of the engagements subject to a restraint on anticipation.—EDS. C. L. J.]

BOOK REVIEW.

COPYRIGHT IN BOOKS, an inquiry into its origin, and an account of the present state of the law in Canada. By S. E. Dawson. Montreal: Dawson Bros., Publishers, 1882.

This dissertation is in the form of a lecture, and was delivered before the Law School of Bishop's College, Sherbrooke, P.Q. We began at the end and found this passage:—"And now Mr. Chairman and Gentlemen, I hope I have not wearied you. I hope I have not left your minds in the same condition as that of a celebrated Minister of State in England who had listened for an hour to a deputation about Copyright. 'Gentlemen,' said he, 'before you commenced I thought I knew a little about Copyright; now I know I never did know anything about it; and what is more, I never shall.'" Then we dived into the middle, and finally read it through, and are prepared to say that we at least were not wearied by the perusal, but very much instructed and interested. Not only does Mr. Dawson appear to have a knowledge of the subject in its many intricate ramifications, but he gives out his knowledge in a manner calculated