1890

The Rights and Liabilities of Married Women with Special Reference to the Laws of Pennsylvania

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THESIS

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THE RIGHTS AND LIABILITIES OF MARRIED WOMEN;

WITH

SPECIAL REFERENCE TO THE LAWS OF PENNSYLVANIA.

JOHN WALTER WELLS.

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Cornell University School of Law.

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The Property Rights of Married Women is a subject that has recently been agitating the minds of both legislators and jurists, but it has not, until within the last fifty years, been dealt with to further the rights of the feme-covert more than they were at the common law; which, in this respect, did not fulfill the demands of justice, as is the purpose of the whole system of jurisprudence.

Certain it is that the subject is one of great importance, and one with which every member of the legal profession should be familiar.

I propose in this work to give first, the basis on which legislation is founded second, the doctrine in equity and third, the various statutes and enactments that have been passed in Pennsylvania.

Until recently the subject has not been definitely settled.

Schouler, in his "Domestis Relations," in accounting for the conflict of cases, states that the confusion arises from the different schemes that are at the foundation of the property rights of married parties.

1st. The Common-Law Property Scheme which is the basis of our jurisprudence, and in which the unity of the marriage relation is the primary point.

To secure this unity the law starts with the assumption that the wife's legal existence is suspended or extinguished during coverture. She has no right or interest in the husband's property, whether it be acquired before or during coverture, except dower in his real estate.
and a right of inheritance to his property, of which he can usually deprive her.

The husband, on the other hand, loses nothing of his independence by marriage, but is entitled to all the wife's personal property in possession absolutely, and to all outstanding debts or choses in action if he reduce them to possession, which he can do, as he has all control over them. He also has a right to the use of her real estate, and a possibility of a future estate as tenant by the curtesy.

If the wife survive the husband, she takes only her real estate, such choses in action as have not been reduced to the husband's possession, and her paraphernalia.

As an attempt to equalize the burdens of marriage, the husband is obliged to pay all debts contracted by the wife while a feme-sole, and liable for all just debts incurred for her support while the marriage relation exists. And if there is a debt between parties to a marriage contract, marriage extinguishes it.

The wife can not sue or be sued in her own name, nor can she bind herself by her contract, though she may bind her husband as agent, either where the husband has failed to furnish the necessary support, and she has done noth-
ing to absolve him from his duty— or where she acts as his agent, and may bind him to the extent of her authority.

2nd. The Civil Law Property Scheme which pays little regard to the idea of unity, but rather considers the husband and wife as distinct persons, with separate rights and capable of holding distinct and separate estates. The wife was responsible for her debts, and competent to sue and be sued on her own contracts; and her property could not be subject to any liability or engagement of the husband. This is found in the Roman law prior to the time of Justinian.

3rd. The Community Property Scheme which is intermediate to the Civil and Common Law Schemes. This is also thought to have been part of the Roman law, but at an earlier period than the Civil Law Scheme.

The relation between husband and wife under this Scheme is similar to the partnership relation, and the community property is primarily liable for payment of debts. This partnership applies to all property acquired during marriage, and debts must be satisfied first out of the community property or estate. Sometimes the community is universal, comprising all property had be-
fore, or at the time of marriage, as well as that acquired during coverture. This Scheme is of very little importance, and in states where it is in use the tendency is to limit, rather than extend it.

As was said before, the Common Law Scheme is the basis of our jurisprudence. As the eyes of the people were opened they saw that the married woman had no legal existence, that with a single exception she had no rights and that the set forms of the Common Law could not afford the required protection. But what the law could not do, equity did, and created in the married woman a separate estate, so that her existence is no longer lost in that of her husband. And, though she is not as independent as before marriage, she may, when the interests of herself and her husband conflict, contract on her own behalf, sue and be sued in her own name, and hold lands, goods, and chattels in her own right,—which property is known as her separate estate, or an estate limited to her separate use.

The question of primary importance then, was, What will amount to a separate estate? From the various cases we find that the separate estate may be created by any express statement in a conveyance stipulating that
the property or fund is not to be subject to the husband's control, and, though no particular words are necessary, there must be a clear intent to bar the husband's marital right. (Tritt v Colwell, 31 Pa. St. 228.)

If the woman be married, or in immediate contemplation of marriage, a conveyance for her own use will create in her a separate estate, as where there was a devise to a widow, for life, with proviso that, in case of marriage, her husband should have no dominion over her property. (Craig v Watts, 8 Watts 498.)

It is also held that if the wife be living apart from her husband, under articles of separation, and acquires personal property by her unaided labor, she may regard it as separate estate and dispose of it by will or otherwise. (Wagner's Estate. 2 Ash 448.)

Again, if the wife be deserted by her husband, though a court of law would not give her justice- equity will allow her the earnings of her own labor. (Spier's Appeal. 26 Pa. St. 233.) But, if the legal title is vested in the feme, there is no separate estate. (Todd's Appeal. 24 Pa. St. 429,) nor is there one if there is a devise to a married daughter with limitation to her heirs in case of her death. (Krause v Beitel. 3 Rawle 199.)
In McBride v Smyth, 54 Pa. St. 245, it is held that a devise in trust for a daughter will not create a separate use unless she be married, or in immediate contemplation of marriage. But if she be divorced from her husband, or voluntarily withdraws from him, in the event of separation such trust is for her separate use. (Perry v Boilean, 10 S. & R. 208.)

A married woman may make a loan to her husband from her separate estate and he would become her debtor by giving a certificate that he had borrowed money from her. (Hind's Estate, 5 Wharton, 138.) Although such certificate would be void as a contract, yet the object intended was the use of the wife's money consistent with her ownership. The Court of Equity looks to the intent rather than to the form, and will interpret it so as to produce the results which the parties intended.

Though equity did a great deal to give the married woman her rights, there was yet a great inequality as to the marital obligations. But, in the onward march of reform, modern legislators, actuated by a spirit of justice and wisdom, have, to a great extent, remedied the injustice of the Common Law.

On the eleventh of April, 1848 an act was passed in
the Pennsylvania Legislature intending to secure the rights of married women. The act provided in substance and effect, "That every species of property belonging to any single woman shall continue to be her property as fully after her marriage as before, and that all such property of whatever kind, which shall accrue to any married woman during coverture, shall be owned and enjoyed by such married woman as her own separate property; and that any such property shall not be liable for debts or liabilities of the husband, nor sold, mortgaged, transferred, or encumbered by him in any way, without her consent acknowledged before any judge of court of common pleas."

The principal object of this statute, or its general intent, was to prevent the wife's property from being swept away by a husband's creditors. As the law was before the passage of the statute, the husband, by marriage, became the absolute owner of the wife's choses in possession, both those she had at the time of marriage and those that she subsequently acquired. He was entitled to the use and enjoyment of her real estate, owning its rents, issues and profits. As a natural consequence, all the property she brought to her husband, ex-
cept a remainder in real estate after his death, was liable to be seized and sold at the suit of his creditors. Thus, the wife who had brought property to her husband might see it all swept away and herself left destitute, through the improvidence, misfortune, or even vice of her husband. It may have gone to pay debts contracted before marriage, from which the wife received no benefit whatever. Such a state of affairs could not but appeal strongly to the sympathy of the legislators.

As a matter of course, a great deal of litigation grew out of the passage of this act, and the courts were called upon to interpret or construe it. One of the first questions that arose was whether the statute should be liberally or strictly construed.

In the earlier cases the courts have taken the strict, or literal interpretation. Placing this construction on the statute it works a radical change in the status of the feme-covert, giving her power to dispose of her separate estate, by will or otherwise, as a feme-sole. The married woman must also be considered as a feme-sole in regard to any estate, of whatever name or sort, owned by her before marriage, or any which shall accrue to her during coverture by will, descent, deed of conveyance or
otherwise.

Later cases in the Supreme Court have over-ruled the earlier decisions, interpreting the statute according to its spirit and intention.

Blackstone tells us that there are three points to be considered in construing a remedial statute,—the old law, the mischief, and the remedy— and also that it is the business of the judges so to construe the act as to suppress the mischief and advance the remedy.

The later decisions hold that this act means nothing more than a protection against the husband's creditors, and that the intention is the same in case of property held before marriage as to that acquired during marriage. It prevents the husband from acquiring property in the wife's choses in possession, from reducing choses in action to his possession, and also defeats his right to use real property,—thus removing the whole estate from reach of creditors and preserving it for the wife.

It could not have been the intention of the Legislature to impair the unity or intimacy of the marriage relation. This must necessarily result if a strict or literal interpretation be placed on the statute. If the husband must ask the consent of the wife every time he
should wish to use her furniture or house there would be a serious impairing of this relation.

The husband, at the Common Law, was the trustee of the wife's equitable estate if there was no one named in the instrument creating the estate, and his right in this direction has not been changed. And the same rule is applied to the separate earnings of the wife under the statute, as was used in equity before its passage.

If the husband's interest in the wife's real estate is sold, the purchaser can not recover possession in an action of ejectment against him, as the act protects both title and possession of the wife's interest in her separate property, (McElfatrick v Hicks, 21 Pa. St. 402) and in a clear case, a creditor may be restrained by injunction from levying upon and selling the wife's real estate for her husband's debts. (Hunter's Appeal, 40 Pa. St. 194.) But the wife must show, by evidence which does not admit of a reasonable doubt, that the property was purchased from her own separate estate or the presumption is that the goods were purchased out of means furnished by the husband. (Flick v Devries, 50 Pa. St. 266.) It is not enough that the wife had means of paying there must be proof of actual payment by her, out of her separ-
ate funds, (Gault v Saffin, 44 Pa. St. 307,) though this rule is not required as to creditors. Keichline v Keichline 54 Pa. St. 75, holding that: "Except as against creditors the wife is only bound to establish her title by an ordinary degree of proof."

Although this act prevents the husband from encumbering her property, yet the wife can not convey her real estate by deed without joining her husband, nor create a lease without his concurrence; nor execute an obligation for payment of money, or give bond or warrant of attorney,—in fact, her powers to contract are not enlarged to any great extent.

It is provided that the husband shall not be liable for debts of the wife contracted before marriage, and in Biery v Ziegler, 93 Pa. St. 367, it is held that a husband is not liable for rent of a house leased to the wife before marriage, though she continue to live in it for some time after the ceremony was performed. The separate property of the wife may be taken for such debts, however, and no wrong will result to the creditors.

The wife may have power to contract in three cases:

1st. Where the contract is to carry on her separate trade or business.
2nd. Where the contract is made in relation to, or for the benefit of, her separate estate.

3rd. Where the intention to charge her separate estate is expressed in the instrument or contract by which the liability is created, or may be clearly implied from the circumstances.

In any of these three cases the wife may have power to contract without consent or approval of her husband. In the first case, if the husband shall refuse or neglect to provide for the wife,—either from drunkenness or profligacy, or any other cause,—or shall desert her, the wife is allowed to have all the privileges of a feme-sole trader,—that is, all property acquired, of whatever kind, is her own, and subject to her free and absolute disposal during life, by will or otherwise, without any interference on the part of her husband,—and in case of her intestacy, her next of kin shall take as if her husband were dead. She may also sue and be sued without joining her husband.

The statute means more than the mere renting of a house, or the buying of a single article,—it has reference to business pursuits, mechanical, manufacturing, or commercial. The mere care and supervision of lands and
property owned by a feme-covert is not the carrying on of a separate trade or business. If it were so, every married woman who owns a house and garden, or had a deposit in a bank would be a tradeswoman.

Under the act of May 4, 1855, it is not necessary that the wife be decreed a feme-sole trader in order to entitle her to the benefits of the act as to holding or conveying her property in her own name. She can not be held liable as a feme-sole trader unless she be engaged in some trade or business or employment pursued by her for a livelihood. She may convey her real estate without her husband joining in the deed, (Wilson v Coursin 72 Pa. St. 308) and such conveyance will bar his rights as tenant by the curtesy.

This act secures to the deserted wife not merely the rights and privileges of a feme-sole trader under prior acts, but it also confers upon her the absolute and unqualified right to dispose of her own property, real and personal, as it may seem best to her; and if she die intestate, her next of kin takes the property as though the husband were dead. The fact that a feme-sole trader is living with her husband does not take away her privileges under this act.
Among the questions that arose as to this act of 1855 was one as to its constitutionality. This was brought up in Moninger v Retner, 104 Pa. St. 298.

In this case the husband claimed that the act was unconstitutional and void, as it infringed on some marital rights. But the court held that the act was founded on the very reason that the marriage contract had been violated, and it would not be right for the husband to claim his marital rights after his own misconduct in violating his marriage contract.

The married woman may be decreed femme-sole by presenting a petition setting forth any circumstances as to desertion by her husband, or his willful neglect or refusal to provide for her, if such petition be substantiated by two witnesses, and the court sees fit. The husband, by such willful neglect, or refusal to provide, or by his desertion for one year or more, loses all right as tenant by the curtesy and also his rights under the intestate laws.

The second place where the wife has power to contract is in regard to improving and repairing her separate estate. This she may do at any time and under any circumstances. The statute provides that the husband
shall not encumber the estate in any way, and if the wife did not have this power given her, the estate might become untenantable, or sink into decay. However, if any action is brought it must aver her coverture and that the debt was contracted upon her authority and was for the improvement of her separate estate. For in Dearie v Martin, 78 Pa. St. 55, a mechanic's lien was filed against the property of a married woman, without averring the coverture and that the labor done and material furnished upon her authority or by her consent was for the improvement of her separate estate, and is held as fatally defective and void. Lloyd v Hibbs, 81 Pa. St. 306; and Schriffer v Saum 81 Pa. St. 385, holding the same way. Yet, if judgment be had after service, and stands unreversed, it may not be attacked collateral, and a sale by the sheriff will pass a good title.

But where the wife furnishes money or its equivalent from her separate estate and receives the benefit of it in common with her husband, she is not allowed to recover it as a portion of her separate estate. In Gleghorn v Gleghorn, 118 Pa. St. 383, a bill was filed in equity by a wife, against her husband, to recover a sum of money expended by her to aid in the erection of a dwelling for
their common home upon real estate furnished by him. The court held that where the wife's money is received by the husband and appropriated by him, at her request, towards the building of a dwelling house for the common home of both, without circumstances indicating the relation of debtor and creditor, the wife may not reclaim the money by a subsequent proceeding against the husband. Though the holding would probably have been different if it had been shown that the intention of the parties was that the money furnished by the wife should be used as her separate property, or if she had made it as a loan to her husband.

On this point it is also held that judgment given by a justice-of-the-peace against a married woman, in a joint action against husband and wife, is void unless the record shows that the debt for which the suit was brought was contracted by the wife and incurred for articles necessary for support of said husband and wife. (Gould v. McFall, 111 Pa. St. 66.)

The next class of cases where the wife is allowed to contract is where the intention to charge her separate estate is expressed in the instrument or contract by which the liability is created, or where it may be clear-
ly implied.

In these cases great stress is laid upon the point that there must be some intention to charge, - this intention may be expressed or implied, but it must be there. It is not necessary that the wife bind herself in writing, a parol agreement to charge is enough if it be for the benefit of her separate estate.

Where the debts are contracted for necessaries the wife's estate can not be charged unless execution has been returned unsatisfied against the husband. In the case of Bair v Robinson, 108 Pa. St. 247, the wife was held liable for the funeral expenses of her mother, who had lived and died in her household, - the husband having no estate. Held to be necessary for the support and maintenance of the family of such married woman.

In such cases the creditor can not recover unless he prove that the wife contracted the debt, and that the articles were necessary for the support of the family of husband and wife. The wording of the statute is:

"Judgment shall not be rendered against the wife in such joint action unless it shall have been proved that the debt sued for in such action was contracted by the wife, or incurred for necessaries for the support of the family
of husband and wife." The courts have interpreted the
word "or" as meaning and, thus making it necessary to
prove that it was both contracted by the wife, and that
the debt contracted, was for necessaries.

It is held a sufficient declaration, where a married
woman is charged with liability on a contract made with
her for labor done, that "said work having been done at
her request in and about the management of her separate
estate, and necessary for the preservation, enjoyment,
use and profit of said separate estate." (Botts v Knabb,
116 Pa. St. 28.)

The courts also held that this section does not ap-
ply to debts contracted for necessaries before the passage
of the act.

Until the act of 22 April, 1863, this act allowed
the same rules to apply to any conveyance of property by
a married woman which took effect subsequent to act of
1848, unless such case had been adjudicated by the Su-
preme Court.

If the feme-covert had no power to convey, the Leg-
islature cannot validate such deed of conveyance.
(Shonk v Brown, 61 Pa. St. 321.) And if the wife have
separate property conveyed to her by will and there is a
restrictive clause in the will withholding the right to encumber the property, the statute does not affect such clause, and she can not transfer such estate.

The wife may be sued alone in case the husband shall have deserted her, or separated himself from her for one year or more, and is living out of the county where she resides so that service of process cannot be had against both. In such case she may be sued for necessaries for support of family, if her separate estate would have been liable under the existing laws; or if the debts were contracted for repairs or improvements on her separate estate. And by the Second Section of the Act of 11 June, 1870, she may bring action against her husband in such case of desertion, or where she has been abandoned or driven from her home by her husband, and need not bring it by her next friend, or trustee, as she was formerly required to do.

Until the act of 25 April, 1850, was passed it was thought that the wife could bring suit in her own name as feme-sole, or join her husband to recover her property. Section 20 of that act provides that suits for the recovery of any property of a married woman may be brought in name of such married woman and her husband. If the
action is brought against the husband and wife under the act of 1848, with a view of charging the wife's separate estate, she may appeal without the husband joining in the appeal.

In an action for personal injuries to a married woman, the action should be brought by the husband and wife; but the husband must file a stipulation that he will not bring any action in his own name to recover damages, and that any damages recovered shall be for the separate use of the wife.

The wife may loan money to her husband and take, as security, a judgment or mortgage against his estate in the name of a third person who shall act as trustee for her. This authority implies a power to arrange the terms of the loan and to provide for the payment of both interest and principal, thus assuming the character of a contract binding on both parties. If it should appear that there was coercion or fraud practiced by the husband in securing the loan, the courts will compel immediate payment to the wife. And where a married woman has entered into such an agreement she can not rescind it on procuring a divorce from her husband, unless coercion or fraud is shown on his part.
If the husband has deserted or refused to provide for the wife, or if she be divorced from his bed and board, she may bring an action of slander or libel against him through her next friend.

Portions of the act of 11 April, 1848 were repealed by acts of 11 April, 1856, and 14 May, 1874.

1st. As to the acknowledgment of the deed or mortgage of married women, and

2nd. As to whom it should be acknowledged before.

In the first of these acts the repeal was of so much of the act of 1848 as required the consent of a married woman to be first had and obtained, or the acknowledgment of her deed and mortgage when conveying her real estate to be made differently from that which she is authorized to make when she joins her husband in conveying real estate.

The second act repeals the portion requiring the deeds or mortgages to be acknowledged before one of the judges of the court of common pleas, and enacting that they may be acknowledged before any officer authorized to take acknowledgements.

As to the separate earnings of a married woman;—whether they shall be as wages for labor, salary, pron-
erty, business or otherwise— they will inure and accrue to the separate benefit and use of said married woman, and are under her exclusive control, and not subject to claim of her husband or his creditors.

As there might be some fraudulent practices in regard to this portion of the act, the Legislature further provided that if the married woman wished to take advantage of this provision, she must present a petition, under oath or affirmation, to the court of common pleas, stating her intention to claim the benefits of such act. This petition must be filed or recorded and is made conclusive evidence of intention of such woman.

If a married woman who has become entitled to her separate earnings, under act of April 3, 1872, borrow money on her personal credit, whether possessed of a separate estate or not, and therewith in good faith purchase a stock of goods with which to engage in business, the goods may not be seized and sold for a debt of her husband. (Orr v Barnstein, 124 Pa. St. 311.) When such right to property is found to exist her husband may not only act as her agent, but he has a legal right to give her his labor and skill in conducting such business, and his creditors can not sell her property, produced by his
skill and labor, for his debts.

Although the wife can not bring an action of debt against her husband, either alone or by her next friend, it is held in Freiler v Freiler 126 Pa. St. 470, that a married woman joined with her husband may maintain an action against the firm of which he is a member, and recover damages for a breach of covenant in a lease of her real estate. The husband, though served with the writ, making default of appearance and plea. The firm acquires no right of the husband to make a defence of coverture and can not use it to shield themselves from the just claims of their creditors.

If the husband of a married woman has been found to be a lunatic, by a court of competent jurisdiction within the commonwealth, and the wife owns land in fee simple, or otherwise, she may convey the same by deed or mortgage, subject to rights of the husband under the intestate laws, without his joining in the deed.

One peculiarity in the statute is that there is an express provision that if a married woman contract for the purchase of sewing machines for her own use, the contract shall be valid and binding without the necessity of having the husband join in the contract. I can find no
reason for making this express designation of sewing ma-
chines rather than other articles for household use.

As the legislators have enacted that the wife should
have her separate estate it was necessary to give her the
power of disposition over it. Section 14 of act of 22
April, 1848, provides, that "Any married woman may dispose,
by her last will and testament, of her separate property,
real, personal or mixed—whether the same accrue to her
before or during coverture." And this provision is not
limited to property acquired after the passage of the act.

If the married woman dies without making disposit-
ion of her property, it will be distributed as provided
for in the intestate laws. The husband is not deprived
of his estate as tenant by the curtesy, but is entitled
to enjoy it the same as at common Law. But during the
life of the wife he had no power to sell lease, or in any
way affect her real estate, as he had no present interest
therein.

Some legislation arose from this section of the
statute, and by an act of 22 April, 1850, explanatory of
act of 1848, it was provided that the act of 1848 was not
intended to affect the vested rights of husbands, and
that his estate by the curtesy is exempt from levy during
the life of the wife. And by act of 5 April, 1863, it was enacted that "No judgment obtained against a married man before or during marriage shall bind or be a lien upon the wife's separate estate or any interest the husband may have as tenant by the curtesy."

The same provision exists as to the husband as exists in favor of the wife in regard to electing whether to take under will or under the statutory intestate law.

Another privilege granted to married women was the right to be the incorporators and officers in any corporation organized for the purpose of learning, benevolence, charity, or religion, — making marriage no disability.

The legislation on this subject seems to have culminated in the Married Persons Property Act of 3 June 1887, by which the married woman is practically set free from the disabilities of coverture.

The enactment is as follows:—

1st. Marriage shall not be held to impose any disability on or incapacity in a married woman as to the acquisition, ownership, possession, control, use or disposition of property of any kind in any trade or business in which she may engage, or for necessaries, and for the use, enjoyment and improvement of her separate estate, real or personal, or
her right and power to make contract of any kind, and to
give obligations, binding herself therefore; but every mar-
rried woman shall have the same right to acquire, hold, pos-
sess, improve, control, use or dispose of her property
real and personal, in possession or expectancy, in the same
manner as if she were feme sole, without the intervention of
any trustee, and with all the rights and liabilities inci-
dent thereto, except as herein provided, as if she were not
married; and property of every kind owned, acquired or
earned by a woman, before or during her marriage shall be-
long to her and not to her husband, or his creditors.
Provided, however, that a married woman shall have no power
to mortgage or convey her real estate unless her husband
joins in such mortgage or conveyance.
2nd. The married woman shall be capable of entering into
and rendering herself liable upon any contract, relating
to any trade or business in which she may engage, or for
necessaries, and for the use, enjoyment and improvement
of her separate estate, and for suing or being sued, either
upon such contract or for torts done to or committed by her;
in all respects as if she were a feme sole and her husband
need not be joined as plaintiff or defendant, or be made a
party to any action, suit, or legal proceeding of any kind
brought by or against her in her individual right.

3rd. Any debt, damages or costs recovered by her in any such action, suit or proceeding shall be her separate property and any debt, damages or costs recovered against her in any such action, suit or other proceeding shall be payable out of her separate property and not otherwise.

4th. Nothing in this or any preceding section shall enable a married woman to become accommodation endorser, guarantor, or surety for another.

5th. A married woman may make, execute and deliver leases of her property, real and personal, and assignment, transfers and sales of her separate personal property, and notes, bills, drafts, bonds or obligations of any kind, and appoint attorneys to act for her, and it shall not be necessary for her husband to be made a party therein.

6th. Husband and wife shall have the same civil remedies upon contracts in their own name and right, against all persons for the protection, and recovery of their separate property, as unmarried persons.

7th. A married woman may dispose of her property, real and personal, by last will and testament in writing, signed by her or manifested by her mark or cross made by her, at the end thereof in the same manner as if she were unmarried.
In Small v Small 129 Pa. St. 366 it is held that the Married Persons Property Act of 3 June 1887 does not authorize the wife to sue her husband directly and in her own name for the recovery of money received by him from her separate estate. Although the language of Sect. 6th., taking in itself is perhaps, broad enough to include an action by one directly against the other, but the act as a whole cannot fairly be construed as authorizing such an action.

Until 1848 the people had not held liberal views as to the married woman's status, - or if they had, these views had not found expression. From that time to this, the tendency has been to increase her rights; but as her property rights are enlarged so are her liabilities, and where she is allowed to hold a separate estate that separate estate is still liable for debts contracted by herself and for the benefit of such estate.

The statute has had very little effect on the rights of the husband, but it has remedied a great defect in removing the liability of having the wife's property swept away for the husband's debts.

At the present time there are few if any changes to be made to better the condition of the married woman in re-
card to her property rights. The last enactment it may be said, has swept away the last vestige of bondage that remained to mark the existence of the Common Law.

The legislators of Pennsylvania, may look with pride on the advancement they have made, as well as on the fact that they stand with the legislators of New York as the pioneers of the movement.
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