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Development of the Law Pertaining to the Contracts of Married Women

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The Development of the Law pertaining to the Contracts of Married Women.

Chapter 1.

I N T R O D U C T I O N

Scarcely any other branch of the law has received so much and so careful attention in the adjudications of the courts of both England and America in modern times as that which relates to the married woman. The principles which have apparently controlled in the development of this branch of jurisprudence are those which have been deemed to be for her protection and welfare and for the best interests of the family, which she has helped to create.

It is interesting to note in the decisions of the courts, the influence which the growth in civilization of the English people has had upon the reasoning of the judges. We find even in the common law courts how encroachments, slight at first but continued through

successive generations, have modified to some extent, the more inequitable provisions of the law of married women. But the most beneficent tribunal in the early history of the English speaking people, in remedying faults and ameliorating rigorous conditions of firmly established and anbending principles of law, was the court of Equity; the rise of which as a system was stranuously opposed by the common law courts for many centuries and was not finally recognized as having an equal footing until the reign of James II. To this court, then, must we look to find the real beginning of the work of the emancipation of the married woman from the disabilities of coverture.

In the more recent years of the developement of this law in both England and America, there has been another agency which has been instrumental in effecting greater changes since about the middle of the present century, when its aid was, almost for the first time, invoked, than had been accomplished during all the centuries gone before. This agency is the legislature;

supreme in England and second only to the people in the United States.

The sources, then, of the law of married women from which we shall draw in this examination are, (1) the common law, (2) equity, (3) legislative enactments.

Chapter II.

Doctrine of Identity or Unity.

At common law the wife had no legal existence. Her identity was merged in that of her husband; she was under his power and authority; incapable of contracting, of bringing an action in her own name, or of securing any standing whatever in any case where it was necessary to resort to law to have a right enforced; neither could she enjoy the rents and profits of her real estate; nor hold or receive personal property, for marriage per se acted as a transfer to the husband, of choses in possession immediately and choses in action as soon as reduced to possession. The situation has been well

expressed by Schouler (Domestic Relations Sec. 5), thus "husband and wife are one person and that one is the husband."

When the theory of unity originated in England it is impossible to discover. A careful examination of the authorities discloses the fact that it did not exist to the same extent before the Conquest that it did after that time. Miller says in his "History of the Anglo-Saxons", that "women could hold and convey land without the consent of their husbands and also witness deeds and charters;" and we find a confirmatory statement by Turner in his History of the Anglo-Saxons, as follows: "that the Anglo-Saxon ladies both inherited and disposed of property as they pleased, appears from many instances; a wife is mentioned who devised land by her will with the consent of her husband in his lifetime." Still the very fact that she devised land with the consent of her husband is evidence that she had not the same recognition in law as her husband; and a further indication is found in the manner of forming the marriage relation.

The contract of marriage was, in the Anglo-Saxon law, similar to contract of sale, not of the person of the woman but of the guardianship; for women, under this law, were under the guardianship of some person, usually of their father, until they were married, then it became their husband's right by reason of his having purchased it. The husband as guardian became possessor with his wife of her property; but neither could without the others consent alienate it; and the husband was not liable for the wife's debts. But she was not totally disabled. On the contrary, it follows from what has been stated, that she was able to contract with some degree of independence; for the existence of debts presupposes the ability to contract them, and if her husband was not liable, her creditors must have been able to enforce collection of them against her during coverture. We conclude, therefore, that she obtained greater recognition during this early period than under the common law of the later period. However, the exact state of the law of married women at this time, owing

to the primitive and crude condition of all branches of the government and the lack of writers to preserve it as history, must remain largely a matter of speculation.

From what source the theory of unity originated is equally as much a matter of speculation as the time when it originated; but one can reach a more logical conclusion in the case of the former than of the latter

Until within the last half century, history does not disclose to us any nation in which the married woman occupied other than a position of servitude, subordination or, at least, of legal inferiority, less in degree as civilization advances. Even among the Romans, where we find the nearest approach to equality, there were restrictions on her ability to contract and alienate her property. Owing to the small regard for the marriage tie, which existed among this people, it is not strange that wives were <u>not</u> placed under greater disability. If one can judge at this distant day from the records of that time he is forced to the conclusion that the relation was entered into rather as a matter of convenience than as

an obligation. For example, Jerome tells us of having seen a husband bury his twenty second wife and he was her twenty first husband; and another case is mentioned where a woman had eight husbands in five years. Even under this condition of the marital relation, if it can be so called, the husband was entitled to the use of his wife's property, though he could neither alienate nor mortgage it.

Though Blackstone says that "the wife's disabilities are deemed for the most part intended for her protection and benefit, so great a favorite is the female sex of the laws of England, it can not be asserted that the doctrin had its origin in so commendable a purpose. The most probably theory is that the unity of husband and wife did not become fully recognized as a matter of law, until after the introduction of Christianity into England. The earliest works and decisions indicate that the idea was obtained from the "inspired word." An anonymous author of a book entitled "The Lawes Resolutions of Woemens Rights or the Lawes Provisions for

Woemen," who wrote in the early part of the seventeeth century says, "In the second chapter" (of Genesis) "Moses declareth and expresseth the creation of woman which word in good sense signifieth not the woe of man, as some affirm, but with man; for so in our hasty pronunciation we turn the preposition with to woe or wée, oftentimes; and so she was ordained to be with man as a help and a companion, because God saw that it was not good that man should be alone. Then when God brought woman to man to be named by him, he found straightway that she was bone of his bones, and flesh of his flesh, giving her a name, testifying she was taken out of man, and he so pronounced that for her sake man should leave father and mother and adhere to his wife which should be with him one."

"Now, because Adam hath so pronounced that man and wife shall be but one flesh, and our law is that a feoffment be made jointly to John at Stile and to Thomas Noke and his wife, of three acres of land, that Thomas and his wife get no more but one acre and a half, quia

una persona, - - - - for they are but one person and by this a married woman perhaps may either doubt whether she be either none or no more than half a person." In a case decided in the fifteenth year of Charles 11 (Manby v Scott 1 Modern Rep. 124) Hyde, in the opinion says; "In the beginning when God created woman an help meet for man he said "they twain shall be one flesh;' and thereupon our law says that husband and wife are but one person in law; presently after the judgment of God upon woman was 'thy desire shall be to thy husband, for thy will shall be subject to thy husband and he shall rule over thee.' Hereupon our law put the wife sub-potestate viri and says quod ipsa potestatem sui non habeat, sed vir suus and she is disabled to make any grant, contract, or bargain without the allowance or consent of her husband." The same idea prevailed among the Romans. These are evidences which, in the absence of actual knowledge of the source of the doctrine, can not be easily rebutted.

Having the theory of identity or unity established,

how or when it matters not, it becomes necessary to ascertain to what extent it affects the contracts of married woman in law and in equity; and the statutory changes which have been made in the state of New York.

Chapter 111.

The Contracts of Married Woman at Common Law.

The fiction of unity in the law of married women was not limited in its application, but, on the contrary, it was almost absolutely maintained. Cases where it was not applied were exceptional and comparatively few. It extended not only to contracts, property and torts, but it also affected her criminal responsibility by introducing presumptions.

It is fundemental in the law of contracts that there must be at least two parties to every contract; and two parties capable of contracting. Therefore, a woman under the disability of coverture could not, under this theory,be a competent party to an agreement. In contemplation of law she has no existence. It was merged

and lost in that of her husband. Her contracts were not like most contracts of an infant, voidable only, but while they remained unexecuted on her part they were absolutely void; and as they did not bind her, they could not be enforced against the party contracting with her. It is, therefore, evident that coverture was a greater disability than infancy. The infant could, by ratification after the disability ceases, make himself absolutely liable on his contracts; but this the married woman could not do; she could only bind herself by entering into a new contract thereafter. The reason for this is better understood by adverting to the different grounds of their disabilities. The former rests upon the ground that the infant is incapable of contracting by reason of its immature age, and it is therefore, for his protection against fraud, undue influence &c., while the latter rests upon the legal fiction of identity of husband and wife and the consequent sole and superior authority vested in the husband (Neef v Redmon 76 M 195)

She could not be bound by her own contracts,

neither was she personally liable on a contract in which she joined with her husband; such as a promisory note, a bond under seal, or a covenant in a deed of real property; nor could she become a surety either for her husband or for any other person; nor bind herself in any manner where it was necessary to resort to a court of law to enforce the obligation. She was disabled from alienating her land by deed either by uniting with her husband or by separate conveyance. The only way in which she had power to transfer her title or interest in real estate was by levying a fine or suffering a recovery. Such total incapacity hardly warrants the expression of Blackstone that the female sex is "so great a favorite"of the laws of England.

The recognized injustice of this excessive restriction led to numerous exceptions. It removed the disability of coverture in cases where the husband was civiliter mortuus, or banished after conviction for some crime, or where he had of his own accord abjured the realm. Also a woman who had married an alien residing

in another country, was exempted from this disability. Another exception may be mentioned, not, however, arising from any disability of the husband. From an early time in England a married woman could, with the consent of her husband either by antenuptial or posnuptial agreement carry on a separate trade or business and contract in relation thereto; also by the "custom of London" she had the same privilege without regard the consent of her husband, and herein she could be arrested and imprisoned for debt without her husband, and also might be declared a bankrupt.

Chapter IV.

Contracts of the Married Woman in Equity.

The inflexibility of the common law made it impossible to obtain complete justice in many cases, consequently appeals were often made to the king, who was not bound by its rigid principles. These cases became so numerous that the king was obliged to delegate this authority to the chancellor; and out of this beginning

grew the Court of Equity which has contributed so largely to the jurisprudence of the English speaking people.

Although the principles of law are fully recognized, and in certain cases enforced, yet they are not exclusively considered. Equity has always recognized the duality of husband and wife for many purposes, and has enabled the wife to have a separate estate and to contract with her husband or any other person, or to sue and be sued in relation thereto. The subject of our present inquiry is with reference to her ability to enter into contracts enforceable in the Equity courts.

By the general rules of law applicable to married women, all contracts entered into between husband and wife before marriage became extinguished by the matrimonial union, except that, in the case of a bond given by the husband to the wife and made payable after the death of the husband, she might enforce collection of it out of his estate. But courts of Equity, notwithstanding the maxim that "equity follows the law", will in certain cases enforce such contracts and give effect to

the intention of the parties as expressed therein. Nevertheless, contracts made in contemplation of marriage will not be enforced against the wife as a personal obligation, but only against the property to which such contracts relate. Equity, therefore, recognizes the separate existence of husband and wife sufficiently to validate the contract; but it acts only upon the thing of its own creation: to wit, the wife's separate estate.

Anti-nuptial agreements were, however, construed very strictly and would not be extended by a court of Equity. For example, an agreement that a wife might dispose of her personal property ad libitum, unless there was an expressed intention to extend it to personal property received after marriage, would only apply to property which she had at the time of marriage (Pilkingham v Cuthbertson 2 Brown's appeal cases 7)

The agreement of a married woman made with her husband after marriage, whereby, she acquired the right to receive and hold property bequeathed to her, was, in equity, as binding upon both parties thereto as though

made before marriage. Even when the agreement was that the husband should give to his wife property to be held as her separate estate, equity would uphold and enforce it, if it were not made in fraud of creditors. But it is probable that this rule did not apply where he attempted to give her his entire estate.

The separate estate of a married woman might be settled upon her either orally, if it consisted entirely of personal property, or by written instrument; and it might be done either before or after marriage. As a general rule she might dispose of both real and personal estate, either by will or otherwise, as though she were a feme sole, unless there was some restriction in the instrument by which the estate was created. It was formerly doubted whether a wife could dispose of her real estate where the settlement, trust or power was created before marriage, but rested only in an agreement between the husband and wife without the interposition of a trust In regard to this, Lord Hardwicke said in the case of Peacock v Monk (2 Vesey 191); "Agreement for settling

estates to the separate use of the wife on marriage are very frequent, relating both to real and personal estate. As to personal; undoubtedly where there is an agreement between husband and wife before marriage, that the wife shall have her separate use, either the whole or particular parts, she may dispose of it by an act in her life or will. She may do it by either, though nothing is said of the manner of disposing of it. But there is a much stronger ground in that case, than there can be in the case of real estate; because that is to take effect during the life of the husband; for if the husband survives he is entitled to the whole; and none can come into a share with the husband on the statute of distributions. Then, such an agreement binds and bars the husband, and consequently bars everybody. But it is very different as to real estate; for her real estate will descend to her heir-at-law, and that more or less beneficially; for the husband may be tenant by the curtesy, if they have issue, otherwise not. But still it descends to her heir-at-law. Undoubtedly, on her

marriage, a woman may take such a method that she may dispose of that real estate from going to the heir-at-law; that is, she may do it without a fine. But I doubt whether it can be done but by way of trust or of power over an use." The doubt which existed in the mind of Lord Hardwicke seems to have been caused by the different rules under which the law disposed of her real estate and personal property; the former descended to her heirs and the latter was not disposed of according to the statute of distributions, but went to her husband by virtue of the right to administer upon her estate, which was given him by statute Charles 11, 22 and 23; but it was said in Wilson v Drake (2 Mod. Rep. 20) that "it was not needed to give the right to husbands, for the husband and wife are but one person in law and this act provides 'for the settling intestate estates;' now the wife can not be said to die intestate, when her husband (the better half) survives."

This doubt has, however, been removed and the doctrine was firmly established in New York by the

decisions in Bradish v Gibbs (3 John Ch. 523) that, in such a case, a court of equity will compel the heir to convey her real estate to the person to whom she has made disposition, making the heir a trustee of her donee or vendee until this is done.

Where the power rests upon a postnuptial agreement between the husband and wife, the situation is different. It will be upheld in equity as to the husband, but not as to others whose legal rights would thereby be infringed or destroyed. If the husband were legally entitled to both real and personal property, then it would make no difference whether it was antenuptial or a postnuptial agreement; but he is entitled only to the personal property, as above stated, therefore it is void as to her real estate only. And this distinction rests entirely on the change in the legal capacity of the woman occasioned by marriage.

The English doctrine, prior to modern legislative enactments, seems to have been that a married woman had an unlimited power over her separate estate, to mortgage,

charge, or dispose of it; unless restrained by some particular provision in the instrument creating it. A particular mode of disposition pointed out in the instrument would not, however, prevent the disposition of it in another manner, unless any other mode was expressly prohibited. But the English cases are so contradictory that it is difficult to determine just what the settled rule really was. The courts of New York, however, followed the doctrine stated above in the case of Jaques vs Trustees M. E. Church (17 John, 548) and in subsequent cases until the necessity was taken away by act of the legislature.

As a corollary to the feme covert's right of disposition, she may enter into contracts with reference to her separate estate. At an early period it was otherwise. The English Courts of Equity for a long time refused to permit a married woman having a separate estate to contract debts to be charged upon it. But the injustice of allowing her to enjoy such estate after she had contracted debts on the faith of it, and the

inconvenience which she suffered in not being able to find credit, when she intended to deal fairly, became apparent; so that courts finally permitted her to change her separate estate by a formal instrument under seal. As to the creation of this new power the Chancellor, in the case of Vaughan v Vandergastegen 2 Drew, 179 says; "Although from an early period Courts of Equity had so far departed from the settled rules of law with respect to feme covert, as to admit of property being settled in trust for her separate use, and had established the principle that, with respect to the property so settled, she should be considered a feme sole, quoad the capacity of enjoying and the capacity of disposing of that property, it is remarkable how long and steady they refused to grant to her the other capacity of a feme sole, that of contracting debts. It might very reasonably be considered that consistency required that she should have the capacity to the same limited extent to which she was constituted a feme sole; although to have extended her capacity of contracting debts beyond

that limit would have been clearly a violation of all principle. But so deeply were Courts of Equity impressed with the propriety of adhering to the rule of law by which a married woman is incapable of contracting debt, that they would not recognize in her the capacity of doing so at all, not even to the same limited extent to which they had constituted her a feme sole. After a time, however, being pressed by the injustice of allowing her, after having deliberately and solemnly entered into an engagement for the payment of money, to continue in the enjoyment of her separate property without paying her creditors, the Courts at first ventured so far as to hold, that if she made a contract for payment of money by written instrument with a certain degree of formality and solemnity, as by a bond under her hand and seal, in that case the property settled to her separate use should be made liable to the payment of it." Still the courts refused to extend the rule to less formal instruments. They were unwilling to regard a bond under seal as a debt, but invented other reasons to justify the application

of the separate estate to their payment. But once unlock the door and some one will find an occasion to open it. No court can safely intrench itself behind an unlocked door. One departure in the right direction leads to another, so, in the course of time, promisory notes, bills of exchange and finally written instruments in general were brought under the same rule. It came to pass, therefore, that to charge the married woman's separate estate, it was only necessary to ascertain her intention. The Chancellor in the case of Murray v Barlee (3 Mkl & K 210) said, "her intention is regarded, and the Court only required to be satisfied that she intended to deal with her separate property. When she appeared to have done so, the Court held her to have charged it, and made the trustees answer the demand thus created against it."

Chapter V.

Contracts of Married Women under the New York Statutes.

As before stated Equity was first in order of time in abating the rigor of the common law applicable to women under the disability of coverture; and it may be regarded as the forerunner of the legislation by which so many changes have been everywhere effected, most of all perhaps in the state of New York.

Sovereignty is supreme. The legislature of each state of the American Republic is sovereign, limited only by its own Constitution, the Constitution of the United States and the franchise of the people within its boundaries. It was possible for it to overturn completely what equity could only evade in certain cases. Therefore, it must necessarily stand first in the extent and effectiveness of its work.

This state was, perhaps, in the early years of its existence the most undeviating follower of the common law relative to married women; even excepting

them from the operation of statutes, which, otherwise, by implication might have been held to refer to them. For example, an act passed in 1787 entitled "An act for Settling Intestate Estates, proving Wills and granting Administrations" provided that "This act nor anything else therein contained respecting the distribution of intestate estates shall be construed to extend to the estate of feme coverts that shall die intestate, but that their husbands may demand and have administration of their rights, credits and other personal estate, and recover and enjoy the same as fully as they might have done before the passing of this act."

The same session of the legislature also enacted that a woman covert could not make a valid will or testament of any lands, tenants or hereditiments or of the rents, issues and profits therefrom.

As previously stated, at common law the wife could neither by joining with her husband nor by separate instrument convey her real estate. The only mode in which she could convey it was by uniting with her husband in

levying a fine; but an act passed in 1801 (R. L. 369) enabled her to execute a deed, requiring, however, that she should acknowledge before a proper officer, apart from her husband that she executed such deed without fear or compulsion of her husband. By virtue of this act the same result was obtained as was formerly accomplished by a fine; it facilitates, rather then enlarges her power.

No further act affecting the rights of married women was passed until the adoption of the Revised Statutes in 1830. Although by the law of 1787 the married woman was precluded from making any will of real estate, she still had the right to bequeath her personal property but this privilege the 1 Revised Statutes took away; so that from 1830 to 1849 she could not dispose by will of either real or personal property. This, of course, did not affect her power of appointment which was exercised by an instrument in the nature of a will, in cases where that right was given her by antenuptial agreement; and it seems also that, during this period

she could, with the assent of her husband, make a will of personal property. This distinction was undoubtedly based upon the ground that, since the husband was the only person interested in the wife's personal estate, it was proper to allow her to make a will with his consent.

By Chapter 80 of the Laws of 1840 the right was given to the married woman to insure the life of her husband for her own benefit and to preserve the proceeds free from the claims of his creditors. This, though but a slight privilege, marks the beginning of a new era in her legal status - the recognition of rights never before known in the laws of England or America.

Chapter 11 of the Laws of 1845 enabled a married woman to take out a patent on her own invention and to receive the benefits and profits therefrom, and to transfer and dispose of the same and perform all acts in relation thereto in the same manner as though she were single.

Although the year 1840 really marks the beginning of this new era, but slight changes were made prior to

1848. The legislature of that year, by Chapter 200, Section 1, transformed her equitable into a legal estate and declared that all property which she should thereafter receive she should hold as her own legal estate, and the same should not be subject to the claims of the creditors of her husband.

Section 2 of this act provides that "The real and personal property, and the rents, issues and profits thereof, of any female now married, shall not be subject to the disposal of her husband; but shall be her sole and separate property as if she were a single female except so far as the same may be liable for the debts of her husband heretofore contracted." This section was held to be unconstitutional for the reason that it attempted to take away the vested right which the husband had in his wife's property by virtue of the common law (White v White, 4 How. Pr., 102)

The third section of this act provides that "It shall be lawful for any married female to receive by gift, grant, divise or bequest from any person other than her

husband and hold to her sole and separate use as if she were a single female, real and personal property, and the rents, issues and profits thereof, and the same shall not be subject to the disposal of her husband nor be liable for his debts."

This act, while it gave her the right to receive and hold property as a legal estate, did not provide for any disposition of it; consequently she was under as great a disability in disposing of it or in making a contract in regard to it, as at any time prior to the passage of the act. The legislature of 1849 removed the disability, however, by the enactment of Section 1, Chapter 375, which provides that "Any married female may take by inheritance, or by gift, grant, devise or bequest from any person other than her husband and hold to her sole and separate use and convey and devise real and personal property, and any interest or estate therein, and the rents, issues and profits thereof, in the same manner and with like effect as if she were unmarried, and the same shall not be subject to the disposal of her

husband nor be liable for his debts;" thus giving her the additional right to receive property by inheritance, as well as by gift, grant, divise and bequest, and to dispose of it ad libitum; the husband not even being required to join in a deed conveying her real property. Although the law of 1830, taking away the right of the married woman to will her personal property, was not expressly repealed until 1867, the act of 1849 made the act of 1830 a mere nullity, as it also did the law of 1787 preventing her from making a will of real estate or any interest therein, and gave the power to will it as well as to contract in relation thereto.

But the disability of coverture was removed only so far as property rights were concerned; neither the act of 1849 nor any legislation prior thereto, enabled her to bind herself personally apart therefrom. This was accomplished by later legislation.

As before stated, a married woman could carry on a trade or business; but only with her husband's consent or by the "custom of London." In this state Chapter 90

of the Laws of 1860 provided that she could do this in her individual capacity without the consent of her husband. It also enabled her to perform any labor or services on her sole and separate account, and to retain the earnings therefrom as her role and separate estate. Still she was bound only by contracts relating to such trade or business.

The third section of this act took a step backward. Since the law of 1849, previously referred to, a married woman had been able, not only to receive and hold real and personal property, but also to dispose of either or both in whatever manner she pleased; but this section took away entirely her right to dispose of her real estate without the consent of her husband. The object of this retrogressive step was, undoubtedly, the preservation of his right of curtesy, which now could only be lost by his consent, thus placing dower and curtesy on an equal footing. This section, however, remained in force but two years. It was then amended by Section 1 Chapter 172 of the Laws of 1862, which restored

to her the right of disposition and the right to enter into contracts in relation to her real estate with the like effect in all respects as if she were unmarried."

Chapter 300 of the Laws of 1878, Section 1, gave to a married woman, resident of this state and over twenty-one years of age, the power to "execute, acknowledge and deliver her power of attorney with like force and effect, and in the same manner as if she were a single woman." As she had not been able to contract generally at that time, she could confer only such power as she had, viz: the power to contract in relation to her separate estate or her trade or business.

It was not until 1884 that the old equity rule, previously adopted by the legislature of this state, was departed from. Legislation had followed in the footsteps of equity in nearly every case, if not invariably. The legislature of 1884 made an innovation by passing a law (Chapter 381 Section 1) enabling a married woman to contract "to the same extent, with like effect and in the same form as if unmarried and she and her separate

estate shall be liable thereon, whether such contract relates to her separate business or estate or otherwise, and in no case shall a charge upon her separate estate be necessary." With but one exception she could now contract generally and bind herself personally. This exception was created by the second section of the same act and reads as follows: "This act shall not affect nor apply to any contract that shall be made between husband and wife." Nevertheless she could contract to the same extent as her husband, so that they were on an equal footing. But this last restriction was removed by the Laws of 1892, Chapter 594, which provides that "A married woman may contract with her husband or any other person, to the same extent, with like effect, and in the same form as if unmarried, and she and her separate estate shall be liable thereon, whether such contract relates to her separate business or estate or otherwise and in no case shall a charge upon her separate estate be necessary." This is the last statute to complete the work of emancipation from disabilities of coverture. .

The truth of the statement, "so great a favorite is the female sex of the law," can not now be questioned. The law found the married woman in a condition of legal subordination to her husband, and has placed her on a plane of equality with him. Every barrier within the power of legislation to remove, has disappeared before its onward progress. She now breaths the air of legal if not of political liberty. In some things she is more highly favored than her companion of the sterner sex. She (also the unmarried woman) is privileged from arrest, in many cases where her husband would be committed to the goal. Her dower in his lands can not be barred without her consent, while she can dispose of her real estate and effectually cut off the curtesy interest to which her husband would otherwise be entitled

The great work of emancipation which has been accomplished by the New York legislature with the last fifty years, must always be regarded as one of the best indications of the civilization of our time. "There is nothing, I think, which marks more decidedly the character

of men or of nations, than the manner in which they treat women."

Stephen Edwin Sanders