A DIGEST OF THE

Laws Relating to the Rights of American Women.

MARRIAGE.

MARRIAGE may be entered into by any two persons, with the following exceptions: Idiots, lunatics, persons of unsound mind, persons related by blood or affinity, within certain degrees prohibited by law; infants under the age of consent, which, in the State of New York, is 14 for males and 12 for females, and all persons already married and not legally divorced.

The law relating to marriages, touching the prohibited degrees of kindred, age, and so forth, varies according to the statutes of the different States.

Marriage may be solemnized before any person professing to be a justice of the peace or a minister of the gospel.

But a precise compliance with all the requirements of law has not been deemed necessary; and in some important provisions it has been held that a disregard of them was punishable, but did not vitiate the marriage; as the want of consent of parents or guardians, where one party is a minor. The essential thing seems to be the declaration of consent by both parties, before a person authorized to receive such declaration by law.

Consent is the essence of this contract, as of all other contracts. Hence it cannot be valid, if made by those who had not sufficient minds to consent; such as idiots, or insane persons. Hence such marriages are void at common law and by the statutes of several of the States. It is usual, however, for such marriages to be declared void by a competent tribunal after a due ascertainment of the facts. In some of the States this can be done by common law courts.

From the necessity of consent likewise, a marriage obtained by force or fraud is void; but the force or fraud must be certain and extreme.

The same is true if another husband or wife of either of the parties be living.

Bigamy or polygamy is an indictable offence in *all* the States, but exceptions are made in cases of long-continued absence, with belief of the death of the party, etc. But these exceptions to the criminality of the act do not change the question as to the validity of the second marriage, which is the same as before. And so if the parties are within the prohibited degrees of kindred.

The consent of parents or guardians to the marriage of minors depends on the statutes of the several States. Generally, if not universally, the marriage would be held valid, though the person celebrating it might be held punishable.

In the statutes of some of the States there are provisions to the effect that a marriage not lawfully celebrated by reason of the fraud of one of the parties shall yet be held valid in favor of the innocent party, as in case the husband imposed upon the wife by a forged or unauthorized license or a pretended clergyman.

FOREIGN MARRIAGES.

It is a doctrine of English and American law that a marriage which is valid where contracted is valid everywhere. But it is subject to some qualification. A marriage contracted elsewhere would not be held valid in a State the law of which forbade it as incestuous, although an issue might be made whether it would be held incestuous, so far as to annul the marriage, if within the degrees prohibited by the laws of the State in which the question arose, or only if it be between kindred who are too near to marry by the law of the civilized world.

If a married man, a citizen of one of our States, went into a Mormon territory, and there married again, he would not be held on his return to be the lawful hus-

band of two wives; or if a Mormon came to any of the States with two or more wives, he would not be held to be the lawful husband of all of them.

Though the rule is true that a marriage which is void when contracted is valid nowhere, there are exceptions to it: as if two Americans intermarried in China, where the marriage was performed in presence of an American chaplain, according to American forms. If such marriage were held void in China, it would be held valid in the United States.

The incidents of marriage, and contracts in relation to marriage, such as settlement of property are construed by the law of the place where these were made; this being supposed to be the intention and agreement of the parties. But this rule does not hold when the parties are married while accidentally or temporarily absent from their homes, as then there is no domicile, and the marriage is regarded as constructively domestic.

DIVORCE.

The law and practice in relation to divorce differ in the different States, being exactly alike in no two of them.

Absolute divorce can be obtained in the State of New York for adultery alone.

Limited divorce is granted on the following grounds:

1. Idiocy or lunacy.
2. Consent of either party having been obtained by force or fraud.
3. Want of age or of physical capacity.
4. The former husband or wife of the respective parties being still living.
5. Inhuman treatment, abandonment, neglect or failure on the part of the husband to provide for the wife.
6. Such conduct on the part of the defendant as would render it dangerous for plaintiff to cohabit with defendant.

A divorce *a vinculo* annuls the marriage entirely, and restores the parties to all the rights of unmarried persons, and relieves them from all liabilities that grew out of the marriage, except so far as may be provided by the statutes or made a portion of the decree by the court. Thus the statutes of some States provide that the guilty party shall not marry again. The court generally has the power to decree the terms of the separation, regarding alimony, possession of children, and so forth. Strict care is taken to prevent divorce being obtained by collusion. It will not be granted merely upon the consent or default of the party charged, but only on the proof of cause alleged.

The causes of divorce from bed and board are now very commonly made sufficient for divorce from the bond of marriage. As a general rule, a woman divorced from the bed and board of her husband acquires the rights of an unmarried woman, with regard to property, business, and contracts. The husband is relieved from his general duty of maintaining her, the courts generally exercising their power of decreeing such maintenance by the husband as the character and circumstances of the case render fit.

In some of the States it is the custom of the legistures to grant divorces by private acts, and this is sometimes done for the feeblest of reasons.

As a general rule, a divorce granted in a State in which both parties had their actual domicile, *and also* were married, is valid everywhere. Again, every State generally recognizes the validity of a divorce granted where both parties have their actual domicile, if granted in accordance with the law of that place.

In the United States the law on this subject is generally regulated by statutes, and these differ very much. In the absence of statutory provision, the rule of the courts generally is that a divorce, which was valid where granted, and which was obtained in good faith, is valid everywhere.

CONTRACTS TO MARRY.

Contracts to marry at a future time are valid and effectual in law as any; and, in actions upon them, damages may be recovered, for pecuniary loss, or for suffering and injury to condition and prospects.

Where the promise is mutual, an action for breach of promise may be maintained against a woman.

This action connot be maintained against an infant. But the infant may bring an action, in this case, against an adult.

A promise to give to a woman, or settle upon her, a specific sum or estate on her marriage, is valid.

RIGHTS OF MARRIED WOMEN.

Any and all property owned by a woman at the time of her marriage, together with the rents, issues, and profits thereof, and the property that comes to her by descent, devise, bequest, gift or grant, or which she acquires by her trade, business, labor, or services performed on her separate account, shall, notwithstanding her marriage, remain her sole and separate property, and may be used, collected, and invested by her in her own name, and shall not be subject to the interference or control of her husband, or be liable for his debts, unless for such debts as may have been contracted for the support of herself or children by her as his agent.

A married woman may also bargain, sell, assign, transfer, and convey such property and enter into contracts concerning the same, on her separate trade, labor or business with the same effect as if she were not married. But her husband is not liable for such contracts, and they do not render him or his property in any wise

liable therefor. She may also sue and be sued in all matters having relation to her sole and separate property in the same manner as if she were sole.

A married woman's contract may be enforced against her and her separate estate :

First—When the contract is created in or respecting the carrying on of the wife's trade or business.

Second—When it relates to or is made for the benefit of her sole or separate estate.

Third—When the intention to charge the separate estate is expressed in the contract creating the liability.

When a husband receives a principal sum of money belonging to his wife, the law presumes that he receives it for her use, and that he must account for it, or expend it on her account by her authority or direction, or that she gave it to him as a gift.

Should he receive interest or income and spend it without her knowledge and without objection, a gift will be presumed from acquiescence.

Money received by a husband from his wife and expended by him, under his direction, on his land, in improving the home of the family, is a gift, and cannot be recovered by the wife, or reclaimed, or an account demanded.

An appropriation of her separate property by a wife, herself, to the use and benefit of her husband, in the absence of an agreement to repay, or any circumstances from which such an agreement can be inferred, will not create the relation of debtor and creditor, nor render the husband liable to account.

And though no words of gift be spoken, a gift by a wife to her husband may be shown by the nature of the transaction itself, or it may appear from the attending circumstances.

A wife who deserts her husband without cause is not entitled to the aid of a Court of Equity in getting possession of such chattels, as she has contributed to the furnishing and adornment of her husband's house. Her legal title remains, and she could convey her interest to a third party by sale, and said party would have a valid title, unless her husband should prove a gift.

A wife's property is not liable to a lien of a sub-contractor for materials furnished to the husband for the erection of a building thereon, where it is not shown that the wife was notified of the intention to furnish the materials, or a settlement made with the contractor and given to the wife, to her agent or trustee.

ADMINISTRATION.

Administration is the legal right to settle and control the estate of deceased persons, as also the exercise of that right. Letters of administration are the warrant under the seal of the court granting the legal right.

The estate of a person who has died leaving no valid will behind him, is distributed among his heirs by what is called "the operation of law." This is regulated by the statutes of the State in which the deceased resided at the time of his death. The distribution is made by an administrator duly appointed by law, and who is appointed by the court having jurisdiction in such cases on being satisfied that the person is legally qualified. The appointment must be made with the consent of the person appointed. It is generally accepted as a rule that any one is legally competent to be an administrator who is legally competent to make a contract. Certain classes of persons are disqualified by statute, as, in the State of New York, drunkards, gamblers, spendthrifts, and so forth. The relatives of deceased are considered as entitled to the appointment of administering the estate. The order of precedence is regulated by statute. Administration is to be granted to the husband on the wife's personal estate, and administration on the husband's estate is to be granted to the widow and the next of kin in the following order, provided they will accept:

1. To the widow.
2. To the children.
3. To the father.
4. To the brothers.
5. To the sisters.
6. To the grandchildren.
7. To any other of the next of kin who would be entitled to a share in the distribution of the estate.

The guardians of minors who are entitled may administer for them.

Should none of the relations or guardians accept, the administration will be given to the creditors of the deceased. The creditor applying first, provided he be legally competent, is to be preferred. In case no creditor applies, any person who is legally qualified may be appointed.

In the city of New York, the public administrator may administer the estate after the next of kin. In the State of New York, the Surrogate may select, among the next of kin, any one in equal degree, and appoint him sole administrator to the exclusion of the others. Where there are several persons of the same degree of kindred to the intestate, entitled to administration, they are preferred in the following order :

1. Males to females.
2. Relatives of the whole blood to those of the half blood.
3. Unmarried to married women, and in case there be several persons equally entitled, the Surrogate may grant letters to one or more of them as he may judge best.

Letters of administration unduly granted may be revoked.

Administration may also be granted on certain conditions, for a certain limited time, or for a special purpose.

The powers and duties of an administrator differ from those of an executor inasmuch as he is bound to distribute and dispose of the estate according to the direction of the law, as he has no will to follow.

First.—The administrator must give bonds with sureties for the faithful administration of his trust.

Second.—He must make an inventory of the goods and chattels of the intestate, in accordance with the requirements of the law.

Third.—Two copies of said inventory shall be made, one of which will be lodged with the judge of the court, and the other will be kept by the administrator. The latter will be obliged to account for the property mentioned in the inventory.

Fourth.—The inventory completed, the administrator must then collect the outstanding debts of the same, and follow the order of payment, as regulated by the local statutes.

All the debts of the intestate being liquidated, the administrator will divide the remainder of the assets among the surviving relatives of the deceased. In doing this he will act under the directions of the court.

Letters of administration are of three kinds: first, upon the goods, chattels, and credits of a person who shall have died intestate, as considered above; second, special letters of administration authorizing the administrator to collect and preserve the estate either of a testator in certain cases, or, of an intestate; and lastly, letters of administration authorizing the person appointed to execute the powers given by will of the deceased, called letters of administration, with the will annexed.

The last named is granted when there are no persons named as executors in the will; when all the executors named shall have renounced, or shall be legally incompetent; or after testamentary letters shall have superseded or revoked.

When a man having a family shall die leaving a widow, or a minor child or children, or a widow shall die leaving a minor child or children, the following articles shall not be deemed assets, for the purpose of distribution, the payment of debts or legacies, but shall be included and stated in the inventory of the estate without being appraised.

I. All spinning wheels, weaving looms, one knitting machine, one sewing machine, and stores put up and kept for use in the family.

II. The family Bible, family pictures, and school books used by or in the family of such deceased person, and books not exceeding in value fifty dollars, which were kept and used as part of the family library before the decease of such person.

III. All sheep to the number of ten, with their fleeces, and the yarn and cloth manufactured from the same; one cow, two swine, and the pork of such swine, and necessary food for such swine, sheep or cow for sixty days; and all necessary provisions, and fuel for such widow, or child, or children, for sixty days after the death of such deceased person.

IV. All necessary wearing apparel, beds, bedsteads, and bedding; necessary cooking utensils; the clothing of the family; the clothes of the widow, and her ornaments proper for her station; one table, six chairs, twelve knives and forks, twelve plates, twelve teacups and saucers, one sugar-dish, one milk-pot, and teapot and twelve spoons, and also other household furniture which shall not exceed one hundred and fifty dollars in value.

All articles and property set apart, in accordance with law for the benefit of a widow and a minor or minors, shall be and remain the sole personal property of such widow, after such minor or minors shall have arrived at age.

The executor or administrator, pending the final settlement of accounts, should not suffer any considerable balances to lie unproductive. When real securities are not to be had, he should obtain the approval of the surrogate as to the investment.

The executor should always exercise the care which a prudent man would use about his own affairs, as to title, when real estate is in question, or as to the security offered by a bank if a deposit is made of the fund.

Reasonable funeral expenses are to be paid in preference to any debts, and are charged as expenses of administration.

DISTRIBUTION.

When the deceased shall have died intestate, the surplus of his personal estate remaining after a payment of debts, and where the deceased left a will, the surplus remaining after the payment of debts and legacies, if not bequeathed, shall be distributed to the widow, children, or next of kin of the deceased in the manner following:

1. One third part thereof to the widow, and all the residue of equal portions, among the children, and such persons as legally represent such children, if any of them shall have died before the deceased.

2. If there be no children, nor any legal representatives of them, then one moiety (that is one half) of the whole surplus, shall be allotted to the widow, and the other moiety shall be distributed to the next of kin of the deceased.

3. If the deceased leave a widow, and no descend-

ant, parent, brother or sister, nephew or niece, the widow shall be entitled to the whole surplus; but if there be a brother or sister, nephew or niece, and no descendant or parent, the widow shall be entitled to a moiety of the surplus, and to the whole of the residue where it does not exceed two thousand dollars; if the residue exceed that sum, she shall receive in addition to her moiety two thousand dollars, and the remainder shall be distributed to the brothers and sisters and their representatives.

4 If there be no widow, then the whole surplus shall be distributed equally to and among the children, and such as legally represent them.

5. In case there be no widow, and no children, and no representatives of a child, then the whole surplus shall be distributed to the next of kin, in equal degree to the deceased, and the legal representatives.

6. If the deceased shall leave no children, and no representatives of them, and no father, and shall leave a widow and a mother, the moiety not distributed to the widow, shall be distributed in equal shares to his mother, and brothers and sisters, or the representatives of such brothers and sisters; and if there be no widow, the whole surplus shall be distributed in like manner to the mother and to the brothers and sisters, or the representatives of such brothers and sisters.

7. If the deceased leave a father, and no child or descendant, the father shall take a moiety, if there be a widow, and the whole if there be no widow.

8. If the deceased leave a mother, and no child, descendant, father, brother, sister or representatives of a brother or sister, the mother, if there be a widow, shall take a moiety, and the whole if there be no widow.

9. When the descendants or next of kin of the deceased, entitled to share in his estate, shall be all in equal degree to the deceased, their shares shall be equal.

10. When such descendants, or next of kin shall be of unequal degrees of kindred, the surplus shall be apportioned among those entitled thereto, according to their respective stocks ; so that those who take in their own right, shall receive equal shares, and those who take by representation shall receive the shares to which the parent whom they represent, if living, would have been entitled.

11. No representation shall be admitted among collaterals after brothers' and sisters' children.

12. Relations of the half blood shall take equally with those of the whole blood, in the same degree, and representatives of such relations shall take in the same manner as the representatives of the whole blood.

13. Descendants and next of kin of the deceased begotten before his death, but born thereafter, shall take in the same manner as if they had been born in the lifetime of the deceased, and had survived.

These provisions apply to the personal estate of married women who die intestate, leaving descendants; and the husband of any deceased married woman may demand, recover, and enjoy the same distributive share in her personal estate that she, if a widow, would be entitled to in his personal estate, but no more.

The real property of every person dying intestate shall descend as follows :

1. To his lineal descendants.
2. To his father.
3. To his mother.
4. To his collateral relatives.

Should the inheritance come to the intestate on the part of the mother, the father does not take if the mother be living; and, in such a case, if she be dead, the father takes a life interest only, unless all the brothers and sisters of the deceased and their descendants be dead, or unless the deceased had no brothers or sisters, in which case the father is entitled to take the fee.

In case there is no father or mother, and the inheritance came to the deceased on the part of the mother, it will descend to the collateral relatives of the mother in preference to those of the father.

In case the inheritance came to the deceased on the part of neither father nor mother, it will descend to the collateral relatives of both in equal shares.

Relatives of the half blood inherit equally with those of the whole blood in the same degree.

The mother of an illegitimate child, dying without any descendants, takes the inheritance.

In addition to the provisions in favor of the widow and the minor children from the personal estate of her husband, it is provided that she may tarry in the house of her husband forty days after his death, whether her dower be sooner assigned or not, without being liable to rent for the same, and meantime she shall have her reasonable sustenance off the estate of her husband. This sustenance shall be provided out of the personal property of her husband, and through the executor or administrator, should one be appointed prior to the expiration of the forty days, and shall be given accordingly to the circumstances and station in life of the family, to the widow and children dependent on her. In providing this sustenance, the executor or administrator may exercise judgment and discretion, as he should in paying funeral expenses.

DOWER OF WIDOW.

Dower is the estate which the widow of a deceased person takes in the lands of her husband, being a life estate in one-third of the lands whereof he was seized of an estate of inheritance at any time during the marriage.

A widow can be barred of her dower by her own act only, such as by uniting with her husband, in conveying the land by ante-nuptial settlement, by acceptance of a devise or bequest, in lieu of a dower, or by conjugal unfaithfulness; but to make this last effectual a divorce should be decreed against her for adultery, in the lifetime of her husband.

The widow of an alien entitled to hold real estate, if an inhabitant of this state at the time of his death, is entitled to dower in the same manner, as if such alien had been a native citizen.

Any woman, being an alien, who has heretofore married, or who may hereafter marry a citizen of the United States, shall be entitled to dower, within this State to the same extent as if a citizen of the United States.

There are some restrictions to this general rule, as if a husband exchanges lands, the wife not uniting in the conveyance completing the exchange, she shall not be entitled to dower in both but shall make her election, and if she shall not begin proceedings to recover her dower in the land given in exchange, within a year following the death of her husband, she shall be considered as having elected to take her dower in the lands received in exchange. Where a person mortgages his lands before his marriage, his widow shall not be entitled to dower, as against the mortgagee, or those claiming under him, but she shall be entitled to dower against everybody else.

When a husband executes a mortgage for purchase money, the widow will not be entitled to dower, as against the mortgagee, or those claiming under him, but shall be entitled, as against all other persons, and if the lands so mortgaged be sold under such mortgage, she will be entitled to dower in any surplus remaining after payment of the mortgage, and costs and expenses of sale, and she shall be entitled to the interest or income of one-third of such surplus during life.

A wife may cut off her incolate dower, by uniting in the conveyance of land with her husband during the marriage, or, before her marriage, by consenting to receive a settlement, either in lands or money, as a jointure or provision in lieu of dower.

Any widow who shall not have her dower assigned to her within forty days after the decease of her husband, may apply for admeasurement of her dower to the proper court, specifying therein the lands to which she claims dower.

WILLS.

All persons of sound mind and of proper age are capable of disposing of their property by last will and testament. In some of the States minors may bequeath personal property. The limitation for disposiug of personal estate by will is eighteen years for males and sixteen for females.

A will must be made in writing and subscribed with the testator's name, unless the person be prevented from so doing by the extremity of his last illness, in which case his name may be signed in his presencc, and by his express direction. But in such a case the statute requires that the writer shall also affix his own name as a witness, or incur a penalty of fifty dollars.

A will requires at least two attesting witnesses.

The form of a will is not material, provided it manifests, in a sufficiently clear manner, the intention of the testator. He may put it in any language he may choose.

A will may be revoked at any time by the testator.

It may be revoked as follows:

First.—By subsequent instrument. A second will nullifies a former will, providing it contains words expressly revoking it, or that it makes a different and incompatible disposition of the property.

Second.—By the destruction of the will.

Third.—By marriage. Marriage, and the birth of a child after the execution of a will, is a presumptive revocation of such will, provided wife and child are left unprovided for.

An unmarried woman's will is annulled by her marriage. She may make a deed of settlement of her estate, however, before marriage, empowering her to retain the right to make a will after marriage.

Children born after the execution of the will, and in the lifetime of the father, will inherit at the death of the testator in the same manner as if he had died without making a will.

Fourth.—By alteration of estate. Any alteration of the estate or interest of the testator in the property devised, implies a revocation of the will.

A sale of the devised property, or a valid agreement to sell it, is a legal revocation of such will.

A codicil, so far as it may be inconsistent with the will, works a revocation.

A subsequent will, duly executed, revokes all former wills, though no words to that effect may be used.

Property cannot be devised to corporations, unless such corporations are expressly authorized to receive bequests by their charters.

A will should not be written by a legatee or devisee, nor should either of them, or an executor, or any one interested in the will be called upon to witness such will.

Married women are now enabled to devise real estate in the same manner and with the like effect as if they were unmarried.

And no person having a husband, wife, child or parent shall, by his or her last will and testament, de-

vise or bequeath to any benevolent, charitable, literary, scientific, religious, or missionary society, association or corporation, in trust or otherwise, more than one-half part of his or her estate, after the payment of his or her debts, and any such devise or bequest shall be valid to the extent of one-half and no more.

Every citizen of the United States may take lands by devise.

And any person may take personal property by bequest under any will, except a witness thereto.

BIRTHS AND DEATHS.

All marriages, births, and deaths are required by law to be recorded, within a given time.

Of these the death record is the only one, as a rule, that is kept with measurable accuracy. The authorities are extremely careful that no body be interred without special permission, and due certificate as to death, cause of death, &c. Births are only partially reported, and though failure to report the fact to the Board of Statistics by one or all of those present at the birth is punishable under the law as a misdemeanor, the authorities, in many of our cities, wink at such delinquencies, although it is on record that fines have been imposed on physicians and others for violation of the code in this regard. But burial permits, procured for the removal of the body of the deceased person, can only be granted and signed by the Register of Records. No permits can be procured without a proper certificate from the physician who attended the case. In the event of sudden, violent, or suspicious death, whether with or without the attendance of a physician, the Coroner steps in and subpœnas a "properly qualified physician," to view the body of the deceased persons, or, if necessary, to make an autopsy thereon.

No master of a ferryboat or public conveyance may carry the body of a deceased person without presentation of the death certificate, duly signed, and the same rule applies to those in charge of the burial ground.

The statistics cover every detail, regarding the various diseases causing death, the times and the seasons in which death occurs; and in the case of birth, the parentage, whether native or foreign born, black, white, or parti-colored, together with the place of birth, the father and mother's names, the mother's maiden name, the birthplace (County or State) of the father and mother, their age and occupation, the number of the child, whether first, second, &c. New York is less accurate in its birth returns than any other city in the Union, only 65 per cent. of the births being reported. Massachusetts is the most exacting and accurate of any of the States in the matter of the registering of births.

LANDLORD AND TENANT.

Where a tenant hires rooms from another the relation of landlord and tenant is formed with certain corresponding rights and privileges. If the hiring be by the month, the tenant may leave when the month expires, without incurring any new liabiliiy. In such a case the landlord has the liberty of terminating the tenancy at the end of the month, and the power to dispossess the tenant, upon giving the latter five days' written notice that unless the tenant removes at the end of the month the landlord will resort to proceedings to dispossess him.

If the hiring be by the year, the same corresponding rights and privileges attach, excepting that the five days' preliminary notice need not be given to the yearly tenant. If the hiring is by the year, the tenant cannot be dispossessed until the year expires, if the rent be paid in the meantime.

The difficulties tenants often experience arise from a misunderstanding of the nature of their hiring—that is, while they frequently regard it as by the year, the landlord regards it as by the month. If the court happens to agree with the landlord, in his construction with the hiring, the tenant must go; and in this respect the landlord has the advantage; tenements are generally hired by the month, at a monthly rental, and the printed receipt given provides that "the letting is by the month only." These circumstances tend to corroborate the landlord in his theory, which accounts for the fact that landlords generally succeed in their construction of those agreements.

If the tenant, instead of accepting these receipts providing that the hiring is "by the month only," will get the landlord to leave that provision out, his chances of remaining for the year are improved; and if he can induce the landlord to insert in the receipt the words, "the hiring is for one year," his possession for that time is assured. Where a tenant hires by the month and remains in possession after the expiration of the month, the landlord has an option either to treat the tenant as a tresspasser or as a tenant for a renewed term of one month. He may treat him as a tresspasser by dispossessing him, or as a tenant for a new term of one month by accepting the second month's rent.

In this way these monthly tenancies are sometimes continued for months, when all of a sudden they are brought to a close by five day's notice from the landlord that the tenant must remove at the end of the month.

If the hiring is by the month, it matters not what the landlord's reason for terminating it may be, the law gives him a legal right to bring it to a close, and his motive for so doing becomes immaterial.

The only way for a tenant to protect himself from this risk is by written agreement, specifying distinctly that he hires by the year, or by a receipt signed by the landlord or his agent, indicating in substance the same

thing, or by an oral understanding, had in presence of witnesses, that the hiring is by the year, and for the tenant to refuse to accept receipts indicating that the hiring is by the month only.

Leases for one year or less need no written agreement. Leases for more than a year must be in writing; if for life, signed, sealed and witnessed in the same manner as any other document.

Leases for over three years must be recorded. No particular form is necessary.

In the city of New York, when the duration of the occupation is not specified, the agreement shall be held valid until the first day of the May following the occupation under such agreement.

A landlord can no longer distress for rent in New York, nor has any lien on the goods and chattels of the tenant for rent due. Rent may be collected by action after the removal of the tenant.

A tenant is not responsible for taxes, unless it is so stated in the lease.

A lease falling into the hands of a party accidentally would be invalid, and must, in all cases, be delivered to the party for whom it is intended.

The tenant may underlet as much of the property as he may desire, unless it is expressly forbidden in the lease. Tenants at will cannot underlet.

A lease made by a minor is not binding after the minor has attained his majority. But it binds the lessee, unless the minor should release him. Should the minor receive rent after attaining his majority, the lease will be thereby ratified. A lease given by a guardian will not extend beyond the majority of the ward. A new lease renders void a former lease.

In case there are no writings the tenancy begins from the day possession is taken; where there are writings and the time of commencement is not stated, the tenancy will be held to commence from the date of said writings.

If a landlord consents to receive a substitute, the former tenant is thereby released.