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The College of Law

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The College of Law.—Like practically all other law schools, the College of Law opened in September with a larger attendance than during the past two years. The net enrollment thus far for 1919-20 is 62. There were no sessions from June, 1918, until January, 1919, when instruction was resumed with an attendance of 24 during the second semester. This year's entering class is larger than in any previous year and this is also true of the pre-legal group in the College of Arts and Sciences. Some students who are qualified to enter have postponed registration in the College of Law until the new law building is ready for occupancy.

There have been no changes in the personnel of the law faculty. Lack of sufficient University funds has prevented filling the place left vacant since June, 1917, by the resignation of Mr. Howard.

The general plans for the new law building have been settled. It is expected that construction will commence early in the spring of 1920 and that the building will be ready for occupancy in the winter of 1920-21. The plans call for a building 136 feet long, 52½ feet wide, and two stories and basement in height. Construction will be of reinforced concrete; the walls will be of brick with stone trimmings. The building will be located on the White tract which has been added to the University campus by a purchase.
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provided for by the last Legislature. The amount appropriated for
the erection of the law building is $125,000 exclusive of equip-
ment and cost of land.

Power of Wife to Execute a Demise Without Joinder of
Her Husband in the Lease.—The Supreme Court of Appeals
of West Virginia, in Smith v. New Huntington General Hospital,1
has recently decided that a married woman, while living with her
husband, has power to execute a lease demising her separate real
estate without a joinder of her husband in the lease. Although
this case decides what previously may have been considered an
open question in West Virginia,2 it is seemingly based upon the
weight of authority in other jurisdictions3 and so might very well
be accepted without comment, if it were not for the fact that it
suggests, if it does not originate, additional problems and possible
inconsistencies in the construction and application of the statutes
affecting the rights and remedies of married women in West Vir-
ginia. Perhaps the most vital question in this respect involves
the effect of the wife’s death upon an unexpired term created by
her without joinder of her husband, a question necessitating an
inquiry into the fundamental nature of the husband’s right of
curtesy, especially as modified by West Virginia statutes.

It is provided by statute and reiterated by court decisions in
West Virginia that a husband becomes vested of courtesy only in

199 S. E. 461 (W. Va. 1919).

2Plausible arguments may be opposed to the finding of the principal case. The
legislative intent back of our statute, W. Va. CODE, c. 66, §3, requiring the husband
to sign the wife’s deed conveying her real estate, has been interpreted by our de-
cisions as arising from an assumption that the husband will exercise a beneficent
judgment and control over the wife as to the disposition of her property. Cecil
et al. v. Clark et al., 44 W. Va. 659, 30 S. E. 216 (1898); Morgan et al. v.
Snodgrass et al., 49 W. Va. 387, 38 S. E. 695 (1901). If requirement of the
husband’s judgment of the transaction and approval is presumed to be advantageous
to the wife when she undertakes to “sell and convey” her real estate, why must
it be presumed to be inimical when she undertakes to execute a demise? Again,
a lease may be construed as coming within the term “sell and convey.” One may
“sell” a term, and, of course, convey it. In fact, if the term extend beyond a period
of five years, in West Virginia it must be conveyed by deed. W. VA. CODE, c. 71,
§1. Under the statutes of some states, a lease is construed as a conveyance within
the meaning of statutes relating to conveyances by married women. See 13 R. C.
L. 1343, and cases cited.

3In some jurisdictions a lease is held not to be a conveyance within the meaning
of statutes relating to conveyances by married women. See 13 R. C. L. 1343, and
cases cited.