NOTES

THE MAJORITY STATUTE.

On March 25, 1921, the Missouri Legislature approved the following measure:

"All persons of the age of twenty-one years shall be considered of full age for all purposes, except as otherwise provided by law; and until that age is attained, they shall be considered minors." Page 399 L. Mo. 1921;—R. S. Mo. par. 370.

The question arises, hereunder, as to the effect of the Statute upon the status of women between the ages of eighteen and twenty-one at the date of its effect, viz., June 25, 1921; or, let us say, as to the validity or voidability of deeds executed by a woman, nineteen on June 25th, 1921, within the span of her eighteenth and twenty-first birthdays. It would seem at the outset, there being no express saving clause, that the burden is on the proponents of the deed to imply one from the existence of legal fundaments which the Legislature cannot be taken to ignore.

The question here assumes two different forms. The first deals with deeds executed by the woman after her attainment of the age of eighteen and before the passage of the above statute. Clearly such deeds are valid, for it is without the power of the Legislature to invalidate contracts valid when made, or to infringe upon rights already vested. Upon this phase the history of statutes of majority in Missouri casts some light. In 1831 the age was lowered from twenty-five to twenty-one; and in 1866 it was lowered from twenty-one to eighteen as concerned women. How zealously the court regarded rights already accrued, may be observed in Reisse v. Clarenbach, 61 Mo. 310. Here a girl of eighteen on November 7, 1863, raised to majority by the Statute on August 1, 1866, brought an action on July 9, 1869. A three-year

Statute of Limitation was pleaded. But it was held that a right of exemption from its running could not be affected by a relation back of the new majority statute. See also, Chubb v. Johnson, 11 Tex. 469.

The second form of the question deals with deeds executed by the woman after the passage of the Statute in question and before her attainment of the age of twenty-one. Vested rights under contract here accruing after the legislative pronunciation, there can be no question of retro-activity, unless the status of majority itself, existing prior thereto, be considered a vested right. Our analysis of the precise nature of the status of majority inclines us to doubt the existence of the latter vested right. In these days when status has lost the formalities that were early its mark, that of majority can mean nothing so far as deeds are concerned, but the capacity to make one; a mere fiction of potentiality until it embody itself in an act,—the act, let us repeat, appearing after the enactment of the act alleged to be retro-active. When the status of agency disappears by contract, and that of marriage by equitable decree, it is difficult to see why the status of majority cannot be withdrawn by the power of society that created it.

The question of relegation to minority may be said to be up *de novo*, for the history of our State shows only regressions of the age limit. And the authorities elsewhere may be expected to be meager. In the case of Hiestand v. Kuns, 8 Blackf. 345 (Ind.), a woman who was of age (18) by the law of the domicile of her origin, was held to be capable of choosing a new domicile, and to be relegated to minority by the law of the domicile of her choice where the age of majority was twenty-one. The question being one of guardianship, in which the law of the domicile always controls, it would seem that the theory of vested right in status had been abrogated. However that may be, we submit, that the proponents of the deed in question must fail to establish its validity in the absence of an express saving clause, or some paramount rule of law.

H. W. K.