death, incapacity or refusal of the heir first nominated) may have suggested the modern mode of giving enjoyment of property in succession. Such a *substitutio* could, however, only have been made by will, while the settlement of English law is, in the general acceptation of the term, exclusively an instrument *inter vivos.* The *dos* or *donatio propter nuptias* corresponds to a considerable extent with the marriage settlement, the instrument itself being represented by the *dotale instrumentum* or *pacta dotalia.* In the earliest period of Roman law no provision for the wife was required, for she passed under *manus* of her husband, and became in law his daughter, entitled as such to a share of his property at his death. In course of time the plebeian form of marriage by *usus,* according to which the wife did not become subject to *manus,* gradually superseded the older form, and it became necessary to make a provision for the wife by contract. Such provision from the wife’s side was made by the *dos,* the property contributed by the wife or some one on her behalf towards the expenses of the new household. *Dos* might be given before or after marriage, or might be increased after marriage. It was a duty enforced by legislation to provide *dos* where the father possessed a sufficient fortune. *Dos* was of three kinds: *profectitia,* contributed by the father or other ascendant on the male side; *adventitia,* by the wife herself or any person other than those who contributed *dos profectitia; receptitia,* by any person who contributed *dos adventitia,* subject to the stipulation that the property was to be returned to the person advancing it on dissolution of the marriage. The position of the husband gradually changed for the worse. From being owner, subject to an obligation to return the *dos* if the wife predeceased him, he became a trustee of the *corpus* of the property for the wife’s family, retaining only the enjoyment of the income as long as the marriage continued. The contribution by the husband was called *donatio propter nuptias.@@1* The most striking point of difference between the Roman and the English law is that under the former the children took no interest in the contributions made by the parents. Other modes of settling property in Roman law were the life interest or *usus,* the *fideicommissum,* and the prohibition of alienation of a *legatum.*

The oldest form of settlement in England was perhaps the gift in frankmarriage to the donees in frankmarriage, and the heirs between them two begotten (Littleton, § 17). This was simply a form of gift in special tail, which became up to the reign of Queen Elizabeth the most usual kind of settlement. The time at which the modem form of settlement of real estate came into use seems to be doubtful. There does not appear to be any trace of a limitation of an estate to an unborn child prior to 1556. In an instrument of that year such a limitation was effected by means of a feoffment to uses. The plan of grant­ing the freehold to trustees to preserve contingent remainders@@2 is said to have been invented by Lord Keeper Sir O. Bridgeman in the 17th century, the object being to preserve the estate from forfeiture for treason during the Commonwealth.@@3 The settlement of chattels is no doubt of considerably later origin, and the principles were adopted by courts of equity from the corresponding law as to real estate.

Settlement in English law is, so far as regards real property, used for two inconsistent purposes—to “ make an eldest son,” as it is called, and to avoid the results of the right of succession to real property of the eldest son by making provision for the younger children. The first result is generally obtained by a strict settlement, the latter by a marriage settlement, which is for valuable consideration if ante-nuptial, voluntary if post­nuptial. But these two kinds of settlement are not mutually exclusive: a marriage settlement may often take the form of a strict settlement and be in substance a resettlement of the family estate. (See Conveyancing.)

In Scotland a *disposition and settlement* is a mode of providing for the devolution of property after death, and so corresponds

rather to the English will than to the English settlement. The Engh\*sh marriage settlement is represented in Scotland by the *contract of marriage,* which may be ante- or post-nuptial.

In the United States settlements other than marriage settle­ments are practically unknown. Marriage settlements are not **in** common use, owing to the fact that most states long ago adopted the principles of the English Married Women’s Property Acts.

The word “ settlement ” is also used to denote such residence of a person in a parish, or other circumstances pertaining thereto, as would entitle him to obtain poor relief (see Poor Law). On the English Stock Exchange it is a term for the series of operations by which bargains are concluded, or carried over (see Account and Stock Exchange). The word is also applied generally to the ter­mination of a disputed matter by the adoption of terms.

SETTLEMENT, ACT OF, the name given to the act of parliament passed in June 1701, which, since that date, has regulated the succession to the throne of Great Britain and Ireland. Towards the end of 1700 the need for the act was obvious, if the country was to be saved from civil war. William III. was ill and childless; his sister-in-law, the prospective queen, Anne, had just lost her only surviving child, William, duke of Glou­cester; and abroad the supporters of the exiled king, James II., were numerous and active. In these circumstances the Act of Settlement was passed, enacting that, in default of issue to either William or Anne, the crown of England, France@@4 and Ireland was to pass to “ the most excellent princess Sophia, electress and duchess dowager of Hanover,” a grand-daughter of James I., and “the heirs of her body being Protestants.” The act is thus responsible for the accession of the house of Hanover to the British throne. In addition to settling the crown the act contained some important constitutional provisions, of which the following are still in force. (1) That whosoever shall hereafter come to the possession of this crown shall join in com­munion with the Church of England as by law established. (2) That in case the crown and imperial dignity of this realm shall hereafter come to any person not being a native of this kingdom of England, this nation be not obliged to engage in any war for the defence of any dominions or territories which do not belong to the Crown of England, without the consent of parliament. (3) That after the said limitation shall take effect as aforesaid, judges’ commissions be made *quamdiu se bene gesserint* and their salaries ascertained and established; but upon the address of both houses of parliament it may be lawful to remove them. This clause established the independence of the judicial bench. (4) That no pardon under the great seal of England be pleadable to an impeachment by the Commons in parliament. The act as originally passed contained four other clauses. One of these provided that all matters relating to the government shall be transacted in the Privy Council, and that all resolutions “ shall be signed by such of the Privy Council as shall advise and consent to the same ”; and another declared that all office-holders and pensioners under the Crown shall be incapable of sitting in the House of Commons. The first of these clauses was repealed, and the second seriously modified in 1706. Another clause was framed to prevent the sovereign from leaving England, Scotland or Ireland without the consent of parliament; this was repealed just after the accession of George I. Finally a clause said that “ no person born out of the kingdoms of England, Scotland or Ireland, or the dominions thereunto belonging (although he be naturalized or made a denizen) except such as are born of English parents, shall be capable to be of the Privy Council, or a member of either House of Parliament, or enjoy any office or place of trust, cither civil or military, or to have any grant of lands, tenements or hereditaments from the Crown to himself, or to any other or others in trust for him.” By the Naturalization Act of 1870 this clause is virtually repealed with regard to alI persons who obtain a certificate of naturalization. This and some of the other clauses amount practically to censures on the policy of William III.

The importance of the Act of Settlement appears from the fact that, in all the regency acts, it is mentioned as one of the

@@@1 See Hunter, *Roman Law,* p. 150; Maine, *Early History of Institutions,* Lect. xi.

@@@2 The appointment of such trustees was rendered unnecessary by acts of 1845 and 1877.

@@@3 See Joshua Williams, *Papers of the Juridical Society,* i. 45.

@@@4 The title of king of France was retained by the British sovereigns until 1801. Scotland accepted the Act of Settlement by Art. II. of the Act of Union.