

1 O.F. & B. 79, be considered good law. By that decision the view was expressed that one colony could not remove a person to the borders of another because the high seas, over which no jurisdiction was possessed by a non-sovereign power, had to be crossed. Australia, it cannot be forgotten, is separated by water on every side from the rest of the world.

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#### JUDGMENTS AGAINST MARRIED WOMEN.

The recent decision of the House of Lords in *Bolitho v. Gidley* (1905) A.C. 98, appears to conflict with its prior decision in *Hood-Barrs v. Heriot* (1896) A.C. 174. In that case their Lordships in effect declared that a restraint on anticipation was at an end as regards income of a married woman's property as soon as it becomes due and payable. Numerous cases are cited by Lord Herschell, L.C., with approval in support of that view. The contention in that case was that the restraint was operative until the income had actually reached the hands of the married woman and that contention was distinctly rejected by their Lordships. But in *Bolitho v. Gidley* their Lordships seem to have departed from that view. The case it may be observed is not well reported in that it omits to give any dates either of the contract sued on or of the recovery of judgment. Both in England and Ontario a married woman's contract was formerly held to bind only the property she had at the date of the contract and still had when judgment was recovered against her, but that was changed in England in 1893 by 56 & 57 Vict. c. 63, s. 1, and in Ontario on April 13, 1897 (R.S.O. c. 163, s. 4) and since those Acts came into force judgments against married women (in respect of contracts subsequently made) are enforceable not only against the property they had at the time of the contract sued on and still have at the time of judgment, but also against all separate property they may at the time of the contract or thereafter possess or be entitled to. The English Act contains the proviso similar to that in R.S.O. c. 163, s. 4 (21): "Provided that nothing in this section contained shall render available to satisfy any liability or obligation arising out of such contract any separate property