

by a married woman, otherwise than as agent, (a) shall be deemed to be a contract entered into by her with respect to and to bind her property, whether she is or is not possessed of or entitled to any separate property at the time she enters into such contract; (b) shall bind all separate property which she may at that time or thereafter be possessed of, and entitled to; and (c) shall be enforceable by process of law against *all property which she may thereafter while covert be possessed of or entitled to;*" but it goes on to limit these provisions in the following manner, and that is how the difficulty arose. "Provided that nothing in this section contained shall render available to satisfy any liability or obligation arising out of such contract, any separate property which *at that time or thereafter* she is restrained from anticipating."

Sentence (c) appears to give the creditor substantial rights, but the proviso carefully takes them away again.

This may be illustrated by the facts in Mrs. Howard's case. She, being a married woman, in 1896 gave Mr. Barrett certain acceptances. She was entitled to the income of certain trust property which she was restrained from anticipating. In January, 1900, a decree absolutely divorcing her from her husband was pronounced. In June, 1900, Barrett recovered judgment against her for £261, and in the same month he attached, by garnishee proceedings, a balance standing to the defendant's credit at her bankers. This balance consisted of income of the aforementioned trust funds, which had partly accrued due before and partly after the making of the decree absolute for divorce. The Court of Appeal (Smith and Williams, L.J.J.) held that the proviso above referred to protected all property which at the time of the contract, or thereafter, the defendant was restrained from anticipating. That it was not limited to the period "during coverture," but referred to all separate property which "at the time or thereafter" the woman might be entitled to. In the present case the defendant was "at that time," i.e., when the contract was made, restrained from anticipating the property sought to be attached, and therefore it was within the proviso, and not available to satisfy the plaintiff's judgment.

The Ontario adaptation of the English Act of 1893 is not in exactly the same terms, and the version of the proviso above referred to, as found in R.S.O. c. 163, s. 4 (2), is as follows: