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JUDGMENTS AGAINST MARRIED WOMEN.

The married woman, when she comes into litigation, is a fruitful source of difficulty. She has lately been asking the Divisional Court (Mulock, C.J.Ex.D. and Teetzel and Middleton, JJ.) to adjudicate upon a question of liability in the case of *Hamilton v. Perry*. In this case she was party to a joint promissory note with her husband. The plaintiff as holder sued her, and her husband in a Division Court. There was nothing in the note, nor in the proceedings in the Division Court, to shew that she was a married woman. She and her husband consented to judgment which was accordingly signed against them both personally. Execution having been issued on this judgment the married woman applied to Clute, J., in Chambers for a prohibition to the Division Court which was refused; but, on appeal to the Divisional Court, the appeal was allowed and prohibition granted against enforcing the judgment as a personal judgment, but without prejudice to the plaintiff applying to the court to amend it by making it merely a proprietary judgment. This serves as another illustration of the absurdities into which the courts are driven by the ridiculous rule that a judgment against a married woman is to be in the special form settled in *Scott v. Morley*, and other cases. On the face of the proceedings there was nothing to inform the court that the defendant was a married woman, for ought that appeared to the contrary, she might have been a feme sole; the judgment on its face was perfectly warranted by all the evidence before the court at the time it was pronounced and yet is now pronounced invalid because of the existence of a fact within the defendant's knowledge, but not disclosed to the court. The protection of married women from personal liability on their contracts is a protection which they