

should appoint the income of the property after the same should become due, should be a valid discharge was held to be a good restraint upon alienation: *Field v. Evans*, 15 Sim. 375; *Baker v. Bradley*, 7 DeG. M. & G. 597. So also a provision that the receipt of the married woman to trustees for rents bequeathed to her separate use for life should be given as the same should become due from time to time: *Re Smith*, 51 L.T. 501. Property given to the separate use of a married woman, "not to be sold or mortgaged," is subject to a restraint against anticipation: *Steedman v. Poole*, 6 Hare 193. And so is a gift of property to the separate use of a married woman without power to anticipate: *Parker v. White*, 11 Ves. 221; *Sockett v. Wray*, 4 Bro. Ch. 483; *Jackson v. Hobhouse*, 2 Mer. 487; or where it is merely expressed to be for her sole, separate and inalienable use; *D'Oechsner v. Scott*, 24 Beav. 239; *Spring v. Pride*, 4 DeG. J. & S. 395; or to be enjoyed "independent of a husband": *Tullett v. Armstrong*, 1 Beav. 1. Where a testator bequeathed his property to trustees upon trust to pay a third of the income to G. during the whole of her natural life free from her debts or engagement, whether any such might be contracted by herself or any husband or husbands whom she might marry, it was held that these words imported a restriction on anticipation, and consequently that a charge on her annual income created by her in favour of certain creditors of her husband could not be sustained: *White v. Herrick*, 21 W. R. 454. The restraint may be attached to real or personal estate or to the income therefrom: *Baggett v. Meux*, 1 Ph. 627; *Re Sykes' Trusts*, 2 J. & H. 415; *Stogdon v. Lee* (1891), 1 Q.B. 661.

After the passing of the Act of 1882 cases began to come before the courts with respect to the extent income of property without power of anticipation was available in satisfaction of judgments obtained upon contracts made by married women. In equity no such question could arise where the income was not due at the time the contract was made, as contractual liability was there limited to the separate property then in her hands, and did not extend to subsequently acquired separate property: *Pike v. Fitzgibbon*, 17 Ch. D. 454. The Act having altered the law in this respect by enacting by s. 1, sub s. 4, that "Every contract entered into by a married woman with respect to, and to bind her separate property, shall bind not only the separate property which she is possessed of, or entitled to, at the date of the