

and the husband has no right to interfere with the property *qua* property, it is a very different thing to say that she, a married woman, can insist on a court of equity preventing her husband entering the house. To say that she is *feme sole* is a mere hypothesis and an imagination, because she has a husband, though as regards property she is to be considered as a *feme sole*. Expressions are used that she is entitled to be there in all respects as a *feme sole*, and to be protected against her husband's acts as if he were a stranger. That is very true as regards the property. But is the husband to be considered a stranger because the property is vested in her for her separate use? That is a point which those who assert that the husband is to be considered a stranger must prove very conclusively to me. No doubt it does seem to be the principle of those decisions to which we have been referred; but it is a principle which I do not in any way favor."

While upon this subject it may be well to note a few points connected with the liability of a married woman in respect of contracts and torts.

*Contracts.*—In Ontario, Cap. 125 of the Revised Statutes, Sec. 20 (of which the Manitoba Statute assented to 25 May, 1881, Cap. 11, Sec. 78, is a copy), enables a married woman to maintain an action, in her own name, for the recovery of any of her separate property; gives her the same remedies, against all persons whomsoever, for the protection, and security, of such property, as if it belonged to her as an unmarried woman; and concludes as follows: "And any married woman may be sued, or proceeded against, separately from her husband, in respect of any of her separate debts, engagements, contracts or torts, as if she were unmarried." Many cases have been decided in Ontario as to the effect of this section upon the wife's power to contract, and; notwithstanding the very general language of the section, it has been repeatedly held that her contracts are to be treated as having been made merely with reference to the separate property, if any, to which she was entitled at the time of making such contracts, and that although she