common gaol where the debtor resides or carries on business, for any period not exceeding forty days. By another section, the judge before whom the summons is heard, may, if he thinks fit, rescind or alter any order for payment previously made, and make any further order either for the payment of the whole debt forthwith, or by instalments, or in any other manner that he thinks reasonable or just. If the Court is not satisfied with proof of means, it may dismiss the summons or make an order for payment by instalments of the sum due. It has recently been held that no order of committal can be made against a married woman in respect of any judgment arising out of contract, as her contracts, under the Married Woman's Property Act, bind her estate and not herself personally (see *Scott* v. *Morley*, 20 Q.B.D., 120). The person obtaining the summons may summon and examine all witnesses whom the judge thinks requisite, on all the subjects mentioned above, and the debtor may also be required to give an account of the disposition made of property in his possession before the debt was contracted: *Ontario Bank* v. *Mitchell*, 32 C.P., 73. The debtor is bound virtually to give a full exposition of his affairs, and his answers should show a satisfactory disposition of his property, and any illegal and wrongful disposition of his property, or by gambling, etc., would be deemed unsatisfactory (see *Graham* v. *Devlin*, 13 P.R., 245).

The jurisdiction to imprison is within certain limits discretionary, so that each judge enforces the sections of Act according to his own views. The usual way is after an order has been obtained for payment of the whole debt, or by instalments, to commit on default being made. But a commital ought clearly to take place only when there has been wilful default in payment; because strictly the power of committal is not an imprisonment for debt; it is an imprisonment for past dishonesty together with the prospect of the plaintiff getting his money (see *Stonor* v. *Fowle*, 84 L.T., 173). In this way a great deal of money is collected with very little actual imprisonment. In the administration of the Act the question very often arises as to the meaning of the word "means" in section 235. Is it sufficient to show that money exceeding the judgment debt has passed through the debtor's hands since the judgment was given, or should the necessary expenses of the debtor be deducted and the surplus only considered as "means"? We think the correct practice is before committal to make inquiry as to the debtor's family, and what other payments he has to make; for if a judgment debt were to have priority over current expenditure it would necessarily result in forcing the debtor still deeper into the quagmire of debt.

It is also advisable that the judge should in the exercise of the jurisdiction to commit, inquire into the consideration of the judgment debt, and take a stricter or more lenient view of the debtor's means according to the circumstances under which the debt was incurred. In cases where the debt has been contracted under circumstances which show criminal fraud, or where, in the belief of the judge, either of the parties is supporting his case with perjured evidence (and the experience of most Division Court Judges is that a large number of the cases before them are of that kind, and that the atmosphere of the court fairly reeks with perjury), a much stricter view should be taken of the debtor's means than