

*Bank v. Drew*, 9 C.L.T., 167; *Moore v. Jackson*, 25 C.L.J., 409; *Bank of Commerce v. Woodcock* (before Ferguson, J., 16 Oct., 1889), that it is necessary in an action on a contract made by a married woman for the plaintiff to allege and prove that she had at the time of the contract some separate property: it has now been held in England in *Leake v. Driffield* (by Matthew and Wills, JJ.), 88 L. T. Jour., 45, that it is not only necessary to prove that she had separate property, but that the plaintiff must go a step further, and prove that she had separate property which she might reasonably be deemed to have intended to bind by the contract. In this case the only separate property the married woman was proved to possess at the date of the contract was the wearing apparel of herself and children, and this was held insufficient.

The Act provides that not only the separate property which a married woman had at the date of the contract, but also that which she acquires at any time after, is bound thereby; but the decision of the Courts have established that if a married woman make a contract, not having at the time any separate property which she may be presumed to have intended to bind, then, though she subsequently acquires ample separate property to meet the obligation she has incurred, it will nevertheless not be bound. It does not appear to us that the current of legal decisions in this respect conducive to common honesty.

We believe the true legislative remedy for the difficulties attending the construction of the Act was pointed out in our columns *ante* vol. 20, pp. 279-280, where we predicted that the Act, as at present framed, was liable to the construction which has since been placed upon it.

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#### DOMINION QUEEN'S COUNSEL—RECENT APPOINTMENTS.

The *Canada Gazette* has recently given the list of a new batch of Her Majesty's "Counsel learned in the law." This list has caused surprise to the public and laughter among the profession. The profession has long since ceased to look upon the addition of Q.C. to the name of a professional man as an honour. That which was some years ago a mark of professional distinction has now ceased so to be. Speaking generally, and not referring to some few honourable and deserving names in the present and recent lists, the letters Q.C. are now accepted as conveying to the public the intimation that the recipient, if a known supporter of the "powers that be," has at some previous time in some way or other been a convenience to or done some political service for the "party." It indicates nothing as to his forensic ability, legal knowledge and professional standing, which used to be necessary attainments for the office; nor does the Dominion Government appear to have given silk barristers because of services to the profession by literary labours or otherwise, or because they have been elected as Benchers of the Law Society, both of which cases may presumably be considered as entitled to honourable distinction. In fact, the appointment is now known either as an easy way of paying a compliment to a lawyer for whom there is no substantial