

but he was far from thinking that the words of the section were clear. As the argument setting forth his misgivings is expressed with some little subtlety, it may not be inconvenient to state it in different words, if I rightly apprehend it. The difficulty experienced by him lies in the meaning of the phrase "separate property" in the proviso. By the removal of the coverture the property ceases to be separate. Therefore the proviso must not be applied to it but must be limited to separate property mentioned in clauses (a) and (b). This construction is in harmony with clause (c). In that clause the phrase is "all property." As property relieved from the restraint upon anticipation by the feme becoming discovert ceases to be separate property, it could be urged that it falls within the operation of clause (c).

A restraint upon anticipation does not protect the separate property of a married woman from her ante-nuptial creditors: s. 13 of the English; s. 16 of the Ontario; and s. 14 of the New Brunswick Act. It is held that the words "separate property" in that section will not be limited to such separate property as is free from a restraint upon anticipation: *Sanger v. Sanger*, L.R. 11 Eq. 470; *London and Provincial Bank v. Bogle*, 7 Ch. D. 773; *In re Hedgely, Small v. Hedgely*, 34 Ch. D. 379; *Axford v. Reid*, 22 Q.B.D. 548; *Kirk v. Murphy*, 30 L.R. Ir. 508. The words "before marriage" in the provision of s. 19 that "no restriction against anticipation contained in any settlement or agreement for a settlement of a woman's own property to be made or entered into by herself, shall have any validity against debts contracted by her before marriage," mean before the existing marriage, and not before ever having been married; so that where a married woman contracted a debt during marriage, and subsequently obtained a decree absolute for a divorce, and married again, and thereupon settled property belonging to her to her separate use without power of anticipation, the restraint was held to be void: *Jay v. Robinson*, 25 Q.B.D. 467. The last clause of s. 19, "No settlement, or agreement for a settlement shall have any greater force or validity against creditors of such woman than a like settlement or agreement for a settlement made or entered into by a man would have against his creditors," does not apply to creditors upon contracts made during marriage if the settlement is not executed with a fraudulent purpose: *Hemingway v. Braithwaite*, 61 L.T. 224. This provision of the section merely states a well understood