

By section 19 of the English Act of 1882, repeated in s. 21 of the Ontario Act and in s. 19 of the New Brunswick Act, "Nothing in this Act contained shall interfere with or affect any settlement or agreement for a settlement, made or to be made, whether before or after marriage, respecting the property of any married woman, or shall interfere with or render inoperative any restriction against anticipation at present attached, or to be hereafter attached to the enjoyment of any property or income by a woman under any settlement, agreement for a settlement, will or other instrument; but 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, and 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." In section 1 of the amending Act of 1893, already quoted, it is provided that nothing in the section contained shall render available to satisfy any liability or obligation arising out of a contract made by a married woman any separate property which at that time or thereafter she is restrained from anticipating.

The protection to property afforded by a restraint upon anticipation to a married woman against the influence of her husband, has led to the adoption in England of the invariable practice of inserting a clause against anticipation in wills and settlements in favour of a woman. See *Axford v. Reid*, 22 Q.B.D. 553. In equity it was necessary that a restraint upon anticipation should be supported by property vested in the married woman as her separate property under a declaration that it was for her separate use. Since the Act the restraint may be annexed to the separate estate created by the statute as well as by settlement: *Re Lumley, Ex parte Hood Barrs*, 55 L.J. Ch. 837, *In re Davenport; Turner v. King* (1895), 1 Ch. 361. No particular form of words is necessary to create the restraint. The usual form directs payment of income to the wife for her separate use, "and so that the said (wife) shall not have power to deprive herself of the benefit thereof by sale, mortgage, charge or otherwise in the way of anticipation, and that her receipts only shall be effectual discharges for the same": *Hood Barrs v. Cathcart* (1894), 2 Q.B. 569. A declaration that the receipt of the wife or any person to whom she