

attached to it but without effect in the argument on behalf of the creditor in the case of *Softlaw v. Welch*. It was also commented upon adversely by Vaughan Williams, J., in *In re Hewitt* (1895), 1 Q.B. 332. The reasoning in favour of the view that the contract of a married woman binds only her separate property would seem to be too weightily supported and to be too convincing to make it likely that the contrary view would prevail in New Brunswick upon the question arising there. In Ontario the question has been dealt with in accordance with the preponderating opinion in England: *Hammond v. Keachie*, 28 O.R. 455. It might be said to follow that the separate property of a married woman which might during the coverture be made liable for her engagement is no longer liable after the coverture has ceased by reason of the property ceasing to be separate property. That result plainly would not happen. Such property is bound under the Act and would not be released by any subsequent event. See *Pelton Bros. v. Harrison* (1891), 2 Q.B. 422.

Passing to the Act of 1893, or to s. 4, c. 163, R.S.O., one finds an express proviso relating to the principal question under consideration, but not wholly free from ambiguity. The Act provides, "Sec. 1, Every contract hereafter entered into by a married woman (a) shall be deemed to be a contract entered into by her with respect to and to bind her separate property, whether she is or is not in fact possessed of or entitled to any separate property at the time when she enters into such contract; (b) shall bind all separate property which she may at that time or thereafter be possessed of or entitled to; and (c) shall also be enforceable by process of law against all property which she may thereafter while discoverd be possessed of or entitled to: Provided that nothing in this section contained shall render available to satisfy any liability or obligation arising out of such contract any separate property which at that time or thereafter she is restrained from anticipating." In *Barnett v. Howard* (1900), 2 Q.B. 784, C.A., the meaning of the proviso arose for express consideration, and it was held by A. L. Smith, L.J. (Vaughan Williams, L.J., concurring, dubitante), following the decision of Bucknill, J., that income restrained from anticipation accruing due to a divorced woman after divorce was protected from answering a judgment upon a contract made by her while married. Vaughan Williams, L.J., did not see his way to differ from this conclusion,