

meaning of the section: *Beckett v. Tasker*, 19 Q.B.D. 7; *Pelton Bros. v. Harrison* (1891), 2 Q.B. 428; *Soflaw v. Welch* (1899), 2 Q.B. 419. While the section created a liability against her future acquired free separate property it did not enable her to contract so as to bind such property unless she had some existing separate property at the date of the contract: *Pallisierv. Gurney*, 19 Q.B.D. 519; *Tetley v. Griffith*, 57 L.T. 673; *Leak v. Driffield*, 24 Q.B.D. 98; *Stogdon v. Lee* (1891), 1 Q.B. 661; *Pelton Bros. v. Harrison* (1891), 2 Q.B. 422. A construction evading or rendering illusory in these essential respects the status of a feme sole affected to be conferred by the Act upon a married woman with respect to her debts and liabilities, invited legislative intervention, and in 1893 it was enacted by Act 56 & 57 Vict., c. 63, s. 1, in substitution and repeal of s. 1, sub-s. 3 and 4 of the principal Act that "Every contract hereafter entered into by a married woman, otherwise than as agent, (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." This amendment is with slight verbal alterations carried into the Ontario Act c. 163, s. 4. That portion of it from clause (c) inclusive to the end is omitted from the New Brunswick Act, 58 Vict. c. 24, s. 3. Property acquired by a woman while discoverd would, under the New Brunswick Act, not be liable upon a contract previously made by her when under coverture: *Beckett v. Tasker*, 19 Q.B.D. 7; *Pelton Bros. v. Harrison* (1891), 2 Q.B. 428; *Soflaw v. Welch* (1899), 2 Q.B. 419.

The most serious difficulty connected with the construction of the Act arises from the effort made thereby to create a liability upon the contracts of a married woman against her separate property, while providing in stringent terms for its protection where it is settled upon her with a restriction against anticipation.