ministrator to pay the whole share of the grandchildren into court, leaving the other next of kin to make application in respect to it as they might be advised.

In *Filman* v. *Filman*, 15 Gr. 648, Spragge, V.-C., pointed out the difference in our own and the English law respecting the advancement of children; this provision in our statutes, though appearing as section 41 of the Act respecting the descent of real property, nevertheless in terms applies to the descent both of real and personal estate, and requires any advancement to be so expressed by the intestate in writing, or to be so acknowledged in writing by the child to whom it is made. In the absence of writing, either of the intestate, or the child, evidencing the advancement as an advancement, it would seem that there is no liability to bring into hotch-pot sums received by a child from his parent. A promissory note, the Chancellor held, was not such a writing as the statute contemplated; it was evidence of a debt, and created a legal liability, and, in his opinion, it could not also be treated as an acknowledgment by the son of an advancement. This point, however, owing to the absence of the other next of kin, can not be said to be conclusively settled by *Re Hall*.

RECENT DECISIONS UNDER THE MARRIED WOMEN'S PROPERTY ACT.

IT IS a very singular fact that it is almost a legislative impossibility to frame a Married Women's Property Act which can stand the test of judicial construction, and at the same time successfully carry out the intention of the framers of the Act. By what the uninitiated and irreverent critic might be disposed to term a perverse ingenuity, the judges seem always able to show that these Acts have precisely the opposite effect to that intended.

It was fondly hoped that the English Act of 1882, on which our Provincial Act of 1884 is based, had succeeded in removing all the defects that the course of judicial decision had disclosed in the former Acts, but this hope we fear is altogether illusory. In *Palliser* v. *Gurney*, 22 L. J. 112, Lord Esher, M. R., and Lindley and Lopes, LL.J., sitting as a Divisional Court of the Queen's Bench Division, held, that in an action founded on contract against a married woman, the plaintiff must give evidence that the defendant was possessed of separate property at the time when the contract was made, otherwise he must be non-suited. As supplementary to this case we may also refer to the decision of *Becket* v. *Tasker*, 19 Q. B. D. 7, where it was held, that property acquired by a married woman after her coverture has ceased, is not liable for the payment of debts contracted by her while under coverture.

It has always been a recognized principle of the Married Women's Property Acts that the property, and not the person, of the married woman should be rendered liable for her debts; and it is owing to the endeavour to maintain this principle, that the Act of 1882 has been found wanting. That Act provides "a married woman shall be capable of entering into and rendering herself liable in respect of, and to the extent of, her separate property, on any contract," etc. And the court in *Palliser* v. *Gurney* appears to have reasoned, that as she is only capable of making herself liable to the extent of her separate property, it must be affirmatively proved that at the time she entered into the contract sued, on she had some separate property, otherwise there was nothing for the contract to operate upon. It is not, of course, necessary to prove that the separate property she then had