

The limitation in the Act restricting her contractual liability to her separate property and exempting her from penal or personal consequences is derived from the rule in equity. Where a restraint upon anticipation is imposed in a settlement in favour of a married woman, it is provided in the Act that its operation shall not be interfered with by anything contained in the Act, and therefore questions affecting it involve a knowledge of the principles of equity relating to it. However radical the Act may be deemed the changes and results effected by it are intimately identified with or supplement modifications made in equity upon the position at common law of a married woman and obviously cannot be adequately understood without reference to the conditions and learning that preceded them. For the purpose of construing the Act reference may not be had to the doctrines of equity as furnishing a proper standard by which to measure the meaning of the Act: *Moore v. Jackson*, 22 S.C.R. 217. Any historical treatment of the Act here engaged in must therefore not be deemed to be made upon the supposition that it constitutes an ultimate or even a primary test of the meaning of the Act. Nor is it proposed to enter upon an historical enquiry connected with the Act except with respect to those features of it either retaining rules of equity or not admitting of intelligent discussion in the absence of such an enquiry.

In equity the general engagements of a married woman could only be enforced against so much of her separate estate as she was entitled to, free from any restraint on anticipation, at the time when the engagements were entered into, as might remain at the time when judgment was recovered against her, and that they could not be enforced against free separate estate to which she became entitled after the engagements were made: *Pike v. Fitzgibbon*, 17 Ch. D. 454. The mischief of this decision was directly aimed at by s. 1, sub-s. 4 of the Act of 1882, by which it was provided that "Every contract entered into by a married woman with respect to, and to bind her separate property, shall bind not only the separate property which she is possessed of, or entitled to, at the date of the contract, but also all separate property which she may thereafter acquire." Following the rule in equity it was held that a married woman could not contract under the section so as to bind property acquired by her after her coverture had ceased, on the ground that such property was not separate property within the