

the hands of the trustees payable to Alberta Gaymon, or that at that date she had the right to require or call upon them to pay any part of the money, either principal or interest, then in their hands under the trusts of the will or otherwise. It was contended for plaintiff that the duty of shewing that there were no such arrears was upon defendant. I think not.

This lady is clearly restrained from anticipating her income, and can in no way deal with the principal. The judgment is said to have been recovered upon a joint note of defendants Alberta and Melvin Gaymon—husband and wife—and so the liability or contract upon which the judgment went was incurred during coverture.

Section 21 of R. S. O. 1897 ch. 163, the Married Women's Property Act, is the same as sec. 19 of 56 and 57 Vict. ch. 63 (Imp.), and the provision therein against restraint upon anticipation has been fully considered in England under the latter statute, and it is said that the Courts have always been careful to guard against any invasion upon a provision of that character, and the rule has been adopted that the power of the Court is to be measured by the married woman's own power, and that, as Alberta Gaymon could not anticipate this income by any engagement, assignment, or contract entered into by her, so under the above rule the Court cannot do so.

[Reference to Hood Barrs v. Cathcart, [1894] 2 Q. B. 559, and Hood Barrs v. Heriot, [1896] A. C. 174.]

I am compelled to hold that plaintiff is and was not entitled to the receiving order granted, and the appeal will therefore be allowed and the order in question vacated with costs to be paid by plaintiff to Alberta Gaymon.