

MARRIED WOMAN — CONTRACT BY — MARRIED WOMEN'S PROPERTY ACT
—(R.S.O. c. 163, ss. 4, 21) — JUDGMENT AGAINST WIDOW FOR DEBT CON-
TRACTED DURING MARRIAGE—SEPARATE PROPERTY—RESTRAINT AGAINST
ANTICIPATION.

Brown v. Dimbleby (1904) 1 K.B. 28, very aptly illustrates the anomalous condition of the law under the present Married Woman's Property Act (R.S.O. 163). The Act it may be remembered while apparently giving women power to bind all their property present or future, by their contracts, contains however a reservation of property subject to a restraint against anticipation, which restraint, by the way, on the principle on which the Married Women's Property Act is based, is now a manifest anachronism, and, as this case demonstrates, a means merely of giving married women a fictitious credit which they ought not to have. The debt sued for in the present case was contracted by the defendant when she was a feme covert, she then had separate property which however was subject to a restraint against anticipation; at the time judgment was recovered she was a widow and the restraint, of course, had ceased to be operative. The plaintiff applied for a receiver of the defendant's interest in this property by way of equitable execution, but Walton, J., refused the application, and the Court of Appeal (Collins M.R. and Mathew, and Cozens-Hardy, 1 J.J.) upheld his decision on the ground that the property in question was not bound by the contract at the time it was made (see R.S.O. c. 163, s. 21) and could not become so by reason of the restraint against anticipation subsequently ceasing to be operative; *Barnett v. Howard* (1900) 2 Q.B. 784 (noted ante vol. 37, p. 151), being held to be applicable notwithstanding the subsequent amendment made in England by the Act of 1893 (56 & 57 Vict. c. 63, s. 1) from which R.S.O. c. 163, s. 4, was derived.

**MARRIED WOMAN—ANTE NUPTIAL DEBT—SETTLEMENT—RESTRAINT AGAINST
ANTICIPATION—SEPARATE PROPERTY—MARRIED WOMAN'S PROPERTY ACT**
1882 (45 & 46 VICT., c. 75) s. 19—R.S.O. c. 163, s. 21.)

Birmingham Excelsior Society v. Lane (1904) 1 K.B. 35, is another case which illustrates the effect of the restraint against anticipation as a means for defeating the recovery of debts against a married woman. In this case a feme sole contracted a debt and subsequently married, and then separated from her husband, who covenanted to pay her an annual sum subject to a restraint