

ments of two members of the Court, but, as I read the case, it is not the judgment of the majority, and I do not think goes so far as to place the wife in the same position as a son, daughter, or ward, and prohibits her contracting as the statute has enabled her to do.

Mr. Hellmuth contended that the concluding words of the judgment of Mr. Justice Sedgewick made it appear that he was joining in the judgments of Mr. Justice Girouard and Mr. Justice Davies, but I do not think this at all clear, nor was it necessary in the view he took of the case.

By 22 Vict. ch. 85, secs. 1 and 2, provision is made for the conveyance of real estate of a married woman to such use as to her husband may seem meet. Section 2 provides for the execution in Upper Canada of a deed by a married woman before a Judge of the Court of Queen's Bench, Common Pleas, or County Court, or two justices of the peace, an examination of the married woman apart from her husband respecting her free and voluntary consent to convey was required, and if this was given it had to be indorsed upon the deed. Section 7 provided that a deed not so executed should not be valid or have any effect. 34 Vict. ch. 24 repealed some of the provisions of 22 Vict. ch. 85, and enlarged the class of persons before whom such a deed might be executed. Then 36 Vict. ch. 18, sec. 14, repealed the above provisions, and, by sec. 3, enacted that every married woman . . . might by deed convey her real estate . . . as fully and effectually as if she were a feme sole. Now, applying these provisions of the law to the transactions of July, 1904, whereby Mrs. Stuart conveyed her real estate to the bank in discharge of her own and her husband's indebtedness, how can it be said the bank were bound to see that she had independent advice? The statute had for many years required in effect independent advice, by means of the examination apart from her husband respecting her free and voluntary consent, and, if the abolition of this provision and empowering her to convey as effectually as if she were a feme sole meant anything, it made independent advice unnecessary. This in no way jeopardizes the married woman, because the Court in each case would scrutinize the transaction closely, and where unfair dealing, misrepresentation, fraud, or overreaching was shewn, would see that she was adequately protected.