

her husband's death: *Jones v. Salter*, 2 Russ. & M. 208; or a decree for judicial separation; *Munt v. Glynes*, 20 W.R. 823; *Waite v. Morland*, 30 Ch. D. 135; or a divorce: *Watkins v. Watkins* (1896), P. 228; *Stroud v. Edwards*, 77 L.T. 280. Upon the happening of any subsequent marriage the restraint against alienation becomes again operative: *Tullett v. Armstrong*, 1 Beav. 1; 4 M. & C. 390; *Shafto v. Butler*, 40 L.J. Ch. 308; *Stroud v. Edwards*, 77 L.T. 280. The argument that property freed from the restraint by the wife surviving her husband is made liable under the Act to satisfy her debts contracted during coverture turns upon the construction of s. 1, sub-s. 2 and sub-s. 4 of the Act of 1882, or upon s. 1 of the Act of 1893 where it is applicable.

It is provided by s. 1, sub-s. 2 of the former Act, that a married woman shall be capable of entering into and rendering herself liable in respect of her separate property, and of suing and being sued either in contract or in tort or otherwise in all respects as if she were a feme sole, and her husband need not be joined and any damages or costs recovered against her in any such action or proceeding shall be payable out of her separate property and not otherwise. By sub-s. 4, 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. As the cases containing differences of judicial opinion upon the question under discussion relate to the Act in its unamended form, it will be convenient to postpone reference to the Act of 1893 for separate consideration. It may be observed in passing that s. 19 of the principal Act, by which it is provided that nothing contained in the Act shall interfere with or render inoperative any restriction against anticipation, is not involved in the discussion, for the reason that the coverture being at an end the restraint is no longer operative and could not be prejudiced by the property being taken. The most explicit pronouncement that property subject to a restraint upon anticipation may be applied in satisfaction of a judgment upon a contract made by a married woman after the coverture has ceased is by Cozens-Hardy, J., in *In re Wheeler's Settlement Trusts* (1899), 2 Ch. 717. The value of his opinion is hardly diminished by the circumstance that it was unnecessary for the purposes of his judgment, as the opinion is a considered one, and its disagreement with