tract she will not be liable, although at the time the contract was sought to be enforced she had separate estate from which the damages arising from a breach of such contract could be secured. This decision would seem to be correct for two reasons--1. This Act is enacted for the benefit only of married women having separate estate, and to give such married women more extended powers of dealing with such estates, and, seemingly, the Act is not intended to affect in any way a married woman having no separate estate. 2. By the very language of sub-section 4, section 2, only such contracts of married women are affected as are entered into with respect to, and to bind, the separate estate of such married women, and the contract seems to bind not only such separate estate as such married woman then possesses, but subsequently acquired separate estate. If she has, when attempting to enter into the contract, no separate estate, then the Act does not reach her case, and her disability is not in any way affected or removed by the Act.

A pertinent question may, however, be here raised, and that is: What would be the effect, if a married woman having a small amount of separate estate makes a contract which involves her in a liability for a very much larger amount than the separate estate she had at the time of her entering into such contract, and to what extent would her future separate estate be liable? Suppose for example, she endorses her husband's note, say for $1,000, having separate estate to the value of $100, and afterwards acquires, or becomes possessed of, abundant separate property, amply sufficient to satisfy such liability. Will she be liable, only to the amount of the value of the separate estate she had when she entered into such contract; or, will she be liable to the fullest extent of her subsequently acquired separate estate? It would almost seem by strict reasoning that as she is not liable at all in case she has no separate estate, she should not be made liable, as against her after acquired separate estate, to a greater amount than the separate estate she possessed at the time she made the contract. It seems to be a true principle with reference to such contracts, that if a married woman makes a contract, having separate estate, it is assumed that she intended that some effect should be given to such contract, namely, that it should be paid so far as she has means to pay it; but it can hardly be said that if a married woman makes a contract incurring liability far beyond the amount of her separate estate, she can intend to bind her separate estate further than the means she then had would enable her so to do, and as to the remainder of such liability, it would almost seem that no such intention could be implied. There has as yet been no decision upon this point, but no doubt such a case will soon arise. Baggallay, L.J., intimates that the form of judgment in the case of *Turnbull* v. *Forman*, 15 Q. B. D. 234, may not be a proper form, and the difficulty referred to seems to have entered his Lordship's mind. A perusal, however, of the form of that judgment would lead to the inference that the judgment is intended to be limited in its operation in the manner above pointed out, and that it leaves the principle to be applied by the officer of the Court who takes the necessary accounts under the judgment.

It may be here pointed out that the form of judgment in the case of *Quebec Bank* v. *Radford*, 10 P. R. 619 and *Cameron* v. *Rutherford et al.* 10 P. R. 620, is wrong in the case of a contract made before the passing of this Act, and also may be wrong as to the quantum of separate estate that may be affected by a judgment under this Act against married women. It is clear from the decision in the case of *Turnbull* v. *Forman*, 15 L. R. Q. B. D., overruling *Bursell* v. *Tanner*, 13 L. R. Q.