

THE COURT (MEREDITH, C.J., ANGLIN, J., MAGEE, J.),  
dismissed the appeal with costs.

CARTWRIGHT, MASTER.

FEBRUARY 7TH, 1905.

CHAMBERS.

DOULL v. DOELLE.

*Attachment of Debts—Judgment against Married Woman,  
Payable out of Separate Estate—Proceeds of Insurance  
on Life of Husband.*

Motion by plaintiffs to make absolute a garnishing summons.

F. J. Roche, for plaintiffs.

W. E. Middleton, for defendant.

THE MASTER.—The money attached is in the hands of the Commercial Travellers' Association of Canada. It is the proceeds of a policy on the life of defendant's husband, the policy being payable to her.

Judgment was signed against defendant on 11th April, 1899, on certain promissory notes given by her during coverture, all of them made subsequent to 60 Vict. ch. 22 (O.)

By that judgment plaintiffs were declared to be entitled to recover \$1,310.51 from defendant "payable out of her separate estate."

In *Softlaw v. Welch*, [1899] 2 Q. B. at p. 427, Vaughan Williams, L.J., said: "The *Scott v. Morley* form is the right form of judgment whenever the action is brought on a contract made by a married woman during coverture." And A. L. Smith, L.J., said: "The fact of a married woman becoming discovert does not, apart from the provisions of the Act of 1893 (from which the Ontario Act of 1897 is copied), extend her liability upon contracts made by her during coverture."

It was contended for defendant that the judgment must be followed strictly, and could not be held to bind after-acquired property.

It seems, however, to follow from what was said in *Softlaw v. Welch* (supra) that this argument cannot be sustained.

The judgment as entered was the only possible judgment. But, in the subsequent events which have happened, the words of the statute apply, so that the judgment is "now enforceable by process of law against (this as well as) all