

to pay to the judgment creditors money due by garnishees to defendant.

W. E. Middleton, for defendant.

F. J. Roche, for plaintiffs, judgment creditors.

STREET, J.—The action was brought against defendant, as a married woman engaged in trade, upon certain bills of exchange accepted by her for certain of her trade debts, after the passing of 60 Vict. ch. 22 (O.), assented to on 13th April, 1897. On 11th April, 1899, judgment under Rule 603 upon an order of the Master in Chambers was entered in the action against defendant as a married woman for \$1,310.51, “payable out of her separate estate.” The papers before me and the admissions of counsel shew that the husband of defendant in his lifetime effected an insurance with the garnishees, the Commercial Travellers Association, for \$510, and that the amount was made payable, at his request, upon the face of the policy, to his wife, the defendant. After the recovery of the judgment the husband died, and the money payable under the policy became payable to defendant under the terms of the direction so given by the husband. Plaintiffs obtained an order under the garnishee Rules for the payment by the Commercial Travellers Association to them of the insurance money; and defendant appeals, upon the ground that the proceeds of the policy were never owned by defendant during her husband’s lifetime, but only came to her at his death, and that, therefore, they cannot be considered as “separate estate;” that by the terms of the judgment obtained by plaintiffs the operation of it is confined to her separate estate, and that therefore the money in question cannot be seized.

I think I must hold, upon the evidence before me, that the debt upon which this judgment was recovered was contracted after the date of the passing of the Married Women’s Act of 1897 on 13th April, 1897, and that the rights of the parties are governed by sec. 4 of the Act (now R. S. O. 1897 ch. 163).

Plaintiffs were entitled to a judgment payable not only out of the separate property of the wife, but also out of any property which she might, after the date of the contract sued on, while discovert, be possessed of or entitled to, with the additions and subject to the exceptions contained in sec. 21 of the Act and in sub-sec. (2) of sec. 4 of the Act: see Barnett v. Howard, [1900] 2 Q. B. 784.

The difficulty here is caused by the fact that the order of the Master in Chambers and the judgment following it adjudge “that plaintiffs recover against defendant (a married woman) \$1,310.51, payable out of her separate estate, with