

assist him by appointing a receiver : *Colyer v. Isaacs*, 77 L.T. 198. It is a curious inconsistency that while income of property subject to restraint not falling due until after the judgment cannot be reached by the judgment creditor, it can be reached by a creditor who postpones obtaining his judgment until, or until after the due date of the income. While the proviso in s. 1 of the amending Act of 1893 is not included in the New Brunswick Act, it may not be without practical interest to the New Brunswick reader to briefly advert to the question whether the proviso does not render obsolete, in cases to which it applies, the decisions that income subject to restraint upon anticipation due at or before the date of a judgment can be reached. The words of the proviso are : " Provided that nothing in this section contained shall render available to satisfy any liability or obligation arising out of such contract, any separate property which at that time or thereafter she is restrained from anticipating." In *Hood Barrs v. Cathcart* (1894), 2 Q.B. 576, Kay. L.J., in the concluding paragraph of his judgment says the question decided in that case does not seem to be affected as to future contracts and judgments by the proviso. He therefore apparently regarded the words " at that time," to refer to the date of a judgment against a married woman. That would appear to be highly disputable. It is the opinion of A. L. Smith, L.J., and Vaughan Williams, L.J., as stated in *Barnett v. Howard* (1900), 2 Q.B. 788 that these words clearly mean " at the time of entering into the contract." If that construction prevails then income of property subject to restraint accruing due at or after the date of the contract is protected from liability.

A conflict of opinion is to be found among English judges upon the question whether property subject to a restraint upon anticipation can be taken in satisfaction of a judgment obtained against a feme upon a contract made by her during coverture upon the coverture ceasing. As the restraint upon anticipation is a device for the protection of a married woman's separate property against alienation at the instance of the husband it can only be annexed to separate property. Until coverture arises or upon it ceasing the restraint is suspended and has no operation, and the power of alienation is unfettered : *Tullett v. Armstrong*, 1 Beav. 1, 4 M. & C. 390. Property, therefore, given to the separate use of a woman, subject to a restraint upon anticipation may be aliened by her at any time when she is a feme sole, whether by reason of