

knowledge and little ability, and quite incapable of realising the effect of her actions, without the fullest and most careful explanation. There could be no transaction between her and her son, because her will was completely submerged in his. In all such cases it is essential that the parties should be brought to a condition of equality by independent advice. Unless the donee shews this, the gift cannot stand. *Vanzant v. Coates* (1917), ante 153, not yet reported in the Ontario Law Reports, is the latest judgment on the question. The son did not regard the property as his, and he would have been the last to assert any claim against his mother.

Judgment declaring that the property in question belongs to the defendant Mary Lackie, free from any claim on the part of the plaintiffs or the defendant Edith Ritchie. Costs of all parties out of the estate of Donald J. Sellers.

MASTEN, J.

DECEMBER 6TH, 1917.

*HARRISON v. HARRISON.

Husband and Wife—Alimony—Action for—Defence—Award of Alimony by Arbitrators—Written Submission—Award Carried out by Payment and Acceptance of Weekly Allowance—Alimony Proper Subject of Reference to Arbitration—Award not Made within Time Fixed by Submission—No Provision for Enlargement of Time—Arbitration Act, R.S.O. 1914 ch. 65, sched. A., cl. (f), sec. 11—Time not Enlarged by Order—Parties Proceeding with Arbitration after Time for Award Expired—Parol Submission—Award not Signed by Arbitrators in Presence of each other—Objection not Taken in Pleadings—Refusal to Amend—Validity of Award—Dismissal of Action.

An action for alimony.

The defence was, that all matters in difference between the plaintiff and defendant and the making of provision for the maintenance of the plaintiff were left to the determination of a board of arbitrators, who made their award; that the award was final, and that the defendant had paid to the plaintiff or her agent the alimony awarded to her.

In reply, the plaintiff said that the matters in question in this action were not a proper subject for arbitration, and were not property within the scope of the Arbitration Act, R.S.O. 1914