

meaning and intention of section 13 of the amending Act, and the conviction on that ground alone, apart from any others, must be quashed with costs.

Though giving protection to the magistrates, I must draw attention to the loose and unsatisfactory manner in which the papers in this case, such as the information and conviction and amended convictions, were prepared.

McNALLY v. ANDERSON—MASTER IN CHAMBERS—Nov. 18.

Pleading—Dower Action—Irrelevant Statements in Defence—9 Edw. VII. ch. 39, sec. 24—*Mortgaged Land.*]—Motion by the plaintiff to strike out certain paragraphs of the statement of defence as irrelevant in an action for dower out of certain land in the Town of Aylmer. The statement of defence alleged that the plaintiff's husband gave \$500 for the land in question, \$350 of said \$500 being paid by a mortgage back to other parties, and that such mortgage remained unpaid during all the time that McNally owned the land. The Master said that this if true might be a valid defence to the plaintiff's claim under Re Auger, 26 O.L.R. 402. Then followed six other paragraphs with allegations as to the condition of the lands at the time when McNally bought them, and going into their subsequent history, also stating that the defendant had always been willing to have dower allotted to the plaintiff as the said lots were on 22nd October, 1911, the day of the death of plaintiff's husband, "on condition that the same be allotted in such a manner as not to give her any share in the improvements placed on" one part of the land. Paragraph 9 alleged that the defendant had tried unsuccessfully to ascertain the plaintiff's age, but the defendant believed her to be of the age of 65 years, and on that basis had offered to pay \$75 in satisfaction of her claim and to bring same into Court accordingly. The paragraphs containing these allegations were moved against as irrelevant. The Master said that the proceedings in dower are now regulated by 9 Edw. VII. ch. 39, which shews that the only issue between the parties must be whether the plaintiff is entitled to dower or not. If she is found to be entitled then the proceedings are governed by sec. 24 of the Act, unless some settlement is reached, but there is no power to oblige a doweress to accept a sum in gross, or an annuity in lieu of dower, against her will. It must therefore follow that the paragraphs attacked are irrelevant and must be struck out with costs to the plaintiff in the cause. E. C. Cattanach, for the plaintiff. F. S. Mearns, for the defendant.