

of land, subsequently acquired by her husband, may be dispensed with under the statute, which enables a Judge . . . to make such an order "where the wife of an owner of land has been living apart from him 2 years under such circumstances as by law disentitle her to alimony." . . .

[Reference to *Re King*, 18 P. R. 365, 366, 367, as to the care to be taken to see that the case made by an applicant comes clearly within sec. 12.]

It is a cardinal rule of construction that, if possible, effect must be given to every word of a statute: *Stone v. Corporation of Yeovil*, 1 Q. B. D. 691, 701. If the contention of the applicant should prevail, no effect whatever would be given to the words "by law" in the section in question. It is not in every case where the wife is living apart "under such circumstances as disentitle her to alimony" that jurisdiction is conferred, but only where the circumstances are such as "by law" disentitle her. We must assume that the legislature had some purpose in the insertion of these qualifying and, I think, restricting words. Though it is not necessary to ascertain what that purpose was, reasons for such a restriction readily suggest themselves. For instance, it is to be expected that persons entering into a formal arrangement for separation, and contracting for the extinguishment of the wife's right to alimony, will provide for the release of her dower or otherwise to enable the husband to convey his lands freed from such incumbrance. Moreover, the legislature, in interfering with the wife's common law right to dower, is apparently in some degree punishing the woman for living apart from her husband under such reprehensible circumstances that she thereby forfeits her right to alimony, and is, at the same time, easing the hardships entailed upon the man by a separation which his conduct has not justified. But, whatever its motive, the legislature has seen fit to restrict the exercise of this very special statutory jurisdiction to cases in which the circumstances are such as "by law" disentitle the wife to alimony. The fact that the common law right to dower is seriously interfered with requires that this section shall be strictly construed.

A right which is barred by contract is not usually spoken of as a right to which a person is disentitled "by law." Indeed, this result of contractual stipulation has been more than once contradistinguished in the construction of the