ments, alleged merely as matters showing malice express or in aggravation of damages. W. N. Ferguson, for the plaintiff. F. A. Anglin, for the defendant.

*

Taylor v. Neil.—Boyd, C.—16th March, 1896.—Discovery—Examination of party, etc.—R. S. O. c. 61, s. 7.—It is not in the power of the plaintiff to enforce the attendance or examination of the defendant, either (1) as a witness, or (2) for discovery, where the proceedings are instituted in consequence of adultery. (Mulholland v. Misener, supported). But where the action is of a compound character, and raises a distinct claim for damages on account of the alienation of the affections and loss of the society of plaintiff's wife, then the defendant must submit to examination on that branch of the case. Construction of s. 7 of R. S. O. c. 61, and the difference between it and s. 3 of the Imperial Act, 32 and 33 V. c. 68, pointed out. F. McPhillips, for the plaintiff. T. G. Meredith, for the defendant.

*

Mulholland v. Misener.—MacMahon, J.—September 24, 1895.—Discovery—Examination of party—R. S. O. c. 61, s. 7.—The defendant cannot be compelled to submit to examination for discovery in an action for criminal conversation with the plaintiff's wife. Construction of s. 7 of R. S. O. c. 61, and difference between it and s. 3 of the Imperial Act, 32 and 33 Vic. s. 68, distinguished. McBayne, for the plaintiff. D'Arcy Tate, for the defendant.

*

In re Rose.—Dower—Sum in gross—Devolution of Estates Act—Creditor.—21st March, 1896.—Land of an intestate was sold under the Devolution of Estates Act. It was, with the approval of the official guardian and by the consent of the widow, freed from dower. The consent was upon the footing that the widow was to get a sum in gross in lieu of dower out of the proceeds of the sale. The estate was almost insolvent, and but little was left to support the widow and children. The creditors, after the sale, opposed the payment of a sum in gross. Held, that whatever might be the usual course in the case of a large estate, where the family were well provided for, the better practice in a case like this was to prefer the claim of the widow to a gross sum to that of creditors to have only annual payments on a funded capital, the residue of which should be distributed on the widow's death. J. H. Moss, for the widow. J. Hoskin, Q.C., for the infants. T. W. Howard, for the creditors.

*

Stephenson v. Vokes.—Street, J.—April 16th.—This was a judgment in action tried with a jury at Toronto. Action brought by Stephenson, Mulvey and the Toronto Lock Company, against Vokes and Oxenham, asking to have it declared that the directors could not lawfully alter the by-law under which the stock was increased, so as to give themselves power to allot the new shares, and that their allotment of five shares to defendant Vokes was illegal; that the defendant Vokes should have rejected the five votes cast by him in respect of such shares; and should have allowed the five votes cast by Stephenson as proxy for Bedson, and should have declared that the by-law for terminating the term of office of the directors, and