

## RE RANGER—KELLY, J., IN CHAMBERS—MAY 21.

*Husband and Wife—Dower—Application for Order Dispensing with Concurrence of Wife to Bar Dower in Conveyance of Land—Dower Act, sec. 14—Issue Directed to Determine Facts.*]—Motion by Alfred Ranger for an order, under sec. 14 of the Dower Act, R.S.O. 1914 ch. 70, dispensing with the concurrence of the applicant's wife for the purpose of barring her dower in land of the applicant which he was about to convey. KELLY, J., in a written judgment, said that the matters involved in this application were such and the material filed so contradictory as to justify an issue. He therefore directed the trial of an issue to determine: (1) whether, when the applicant and Sarah Ann Mitchell went through the form of marriage, she was a married woman whose husband was then living; and (2), if she was not, whether she had been living apart from the applicant for two years in such circumstances as to disentitle her to alimony. Costs of the application reserved to be disposed of on the trial of the issue. T. F. Slattery, for the applicant. A. C. Heighington, for Sarah Ann Mitchell or Ranger.

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RE LEWIS—LEWIS V. STOKES—MIDDLETON, J., IN CHAMBERS  
—MAY 22.

*Administration Order—Application for Leave to Appeal from—Small Estate—Sale of Land by one Executor—Ratification by the other—Possession of Land—Costs.*]—Motion by the defendants (executors) for leave to appeal from the order of KELLY, J., ante 217, directing administration of the estate of Lillie Ann Lewis, deceased. MIDDLETON, J., in a written judgment, said that the case was one in which the estate was so small and the circumstances were such that the cruelty of an administration by the Court ought to be avoided if possible. The whole property was a small piece of land. The plaintiff and her daughter, both beneficiaries, were in possession; they had attempted to buy from the executors, but one of the executors accepted a slightly better offer, and began an action against the plaintiff to recover possession. This executor's wife, who was also a beneficiary, wrote a letter indicating her readiness to purchase at the price offered and to arrange that the plaintiff and her daughter should have the right to occupy the property free of rent. The learned Judge thought that, when the facts were placed before the purchaser and his attention was drawn to the fact that he had not a binding contract, he would forgo any claim to the land and allow this scheme to be carried