

on a day and upon the terms to be settled by the Master at Hamilton.

The costs of appeal to be added to redemption money to be paid by the assignee.

ANGLIN, J.

MAY 12TH, 1906.

CHAMBERS.

RE TOLHURST.

Husband and Wife—Wife Living apart—Release of Claim to Alimony—R. S. O. 1897 ch. 164, sec. 12—Right of Husband to Order to Convey Land Free of Dower—"By Law"—Construction of Statute.

Motion by one Tolhurst, for an order under sec. 12 of R. S. O. 1897 ch. 164, dispensing with the concurrence of his wife to bar dower in a conveyance of a parcel of land which he was desirous of selling.

E. H. Cleaver, Burlington, for applicant.

C. A. Moss, for the wife.

ANGLIN, J.:—The wife has lived apart from her husband for several years, the cause of separation being his alleged intimacy with another woman. The applicant makes no charge of impropriety or desertion against his wife, but relies . . . upon an agreement made in 1899 whereby, he alleges, his wife "released and relieved him of all claims of every kind and nature both present and future," in consideration of a transfer then made to her of some household furniture and real estate. The transfer of the furniture and real estate was undoubtedly made. . . . I am satisfied that no formal document of release was ever executed by her.

The husband's bill of sale to his wife, produced, is made in consideration of her releasing and discharging all claims for alimony present and future; his deed of real estate is in consideration of \$1 and natural love and affection. There never was, in my opinion, anything in the nature of a release or an agreement for a release of dower by the respondent.

The question for determination, therefore, is, whether, having by contract disentitled herself to claim alimony from the applicant, Mrs. Tolhurst's concurrence in his conveyance