

D. R. Davis, Amherstburg, and F. H. A. Davis, Amherstburg, for corporation.

J. H. Rodd, Windsor, for defendant Fraser.

FALCONBRIDGE, C.J.—The council had power under the Municipal Act, sec. 566 (3), as amended by 62 Vict. (O.) sec. 23, article (a 8), to authorize defendant Fraser to lay the pipes, notwithstanding 1 Edw. VII. ch. 26, sec. 24. The defendant Fraser is not supplying light for his own purposes only, but for municipal and public purposes of the municipality, and the public see fit to avail themselves, so far as the streets in question are concerned. The by-law passed pending the action and confirming the resolution is valid, though not signed by the mayor: R. S. O. ch. 223, sec. 272; but the presiding officer, who had power to sign. Action dismissed without costs between plaintiff and defendants or between defendants.

Franklin A. Hough, Amherstburg, solicitor for plaintiff.

Davis & Davis, Amherstburg, solicitors for defendants corporation of Amherstburg.

Henry Clay, Amherstburg, solicitor for defendant Fraser.

FALCONBRIDGE, C.J.

JANUARY 7TH, 1902.

TRIAL.

FITZGERALD v. FITZGERALD.

*Dower — Equity of Redemption — Fraudulent Conveyance by Husband to Defeat, Valid.*

J. W. E. seized in fee of certain land, mortgaged it. Afterwards the plaintiff married him, he promising, as an inducement to marriage, to leave her the land. Subsequently he conveyed the land, subject to the mortgage, to a son by his first wife, and died. The son was aware of his father's promise to plaintiff, and the intent to defeat her claim.

Held, nevertheless, that the plaintiff was not entitled to dower.

Finlay v. Chirney, 20 Q. B. D. at p. 498, Re Luckhardt, 29 O. R. 111, referred to.

A. B. Aylesworth, K.C., and J. W. Bennet, Peterborough, for plaintiff.

G. H. Watson, K.C., and E. B. Edwards, K.C., for defendant.

Action to have the above mentioned conveyance set aside was tried at Peterborough and dismissed without costs.

Roger & Bennet, Peterborough, solicitors for plaintiff.

E. B. Edwards, Peterborough, solicitor for defendant.