

RANGER v. RANGER—KELLY, J.—SEPT. 26.

Principal and Agent—Power of Attorney—Revocability—Document under Seal—Absence of Real Consideration—Husband and Wife.—Action to set aside a power of attorney, under seal, executed by the plaintiff in favour of the defendant on the 15th February, 1918, authorising the defendant to grant and release unto any purchaser or mortgagee of the defendant's lands the plaintiff's dower in such lands. The plaintiff alleged that she was the wife of the defendant. The action was tried without a jury at a Toronto sittings. KELLY, J., in a written judgment, said that the question whether the plaintiff was or was not the lawful wife of the defendant was not the real issue in the action. Cases do arise where a power of attorney becomes irrevocable. In such cases there must be an actual consideration and not merely an implication of consideration from the fact that the document is under seal. This power of attorney was revocable, subject to the rights and interests (if any) of third parties already acquired under it. There should be a judgment setting aside the power of attorney, subject to the conditions stated. There should be no costs to or against either party, except the costs awarded to the defendant by an order of the Master in Chambers of the 14th May, 1919. A. C. Heighington, for the plaintiff. T. F. Slattery, for the defendant.

CORRECTION.

IN HORROCKS v. SIGNAL MOTOR TRUCK CO. OF CANADA LIMITED, HORNE v. HUSTON AND CANADIAN BANK OF COMMERCE, HORNE v. HUSTON AND MERCHANTS BANK OF CANADA, *ante* 1 and 2, the Court was composed of MEREDITH, C.J.C.P., RIDDELL, LATCHFORD, and MIDDLETON, JJ., only—SUTHERLAND, J., having withdrawn before these cases were heard.