

HIGH COURT OF JUSTICE.

DIVISIONAL COURT.]

[Feb. 13.]

UNION SCHOOL SECTION *v.* LOCKHART.

Public schools—Union school section—Alteration of—Petition of ratepayers—Award—54 Vict., c. 55, sec. 87 (O.).

The joint petition of five ratepayers from each of the municipalities concerned required under 54 Vict., c. 55, sec. 87, s-s. 1 (O.), for the formation, alteration, or dissolution of a Union school section, means that each set of five ratepayers shall join in a petition to the municipal council of the municipality of which they are ratepayers, and not that there should be a joint petition of five ratepayers from each municipality.

Judgment of MEREDITH, C.J., following *Trustees of School Section No. 6 York v. Corporation of York*, reversed.

Where the award in such case was that no action should be taken on the petition, the restrictions in sub-sec. 11 of sec. 87 against any new proceedings for a further period of five years, does not apply.

Judgment of MEREDITH, C.J., affirmed.

J. R. Cartwright, Q.C., for the plaintiffs.

Dickenson, for the defendant.

BOYD, C., STREET, J., }
MEREDITH, J.

[Feb. 26.]

YOUNG *vs.* WARD, ET AL.

Married woman—Status of judgment creditor—Right of husband—"Married Women's Property Act"—Fraudulent conveyance.

In an action to set aside a lease and conveyance of a farm as a fraud on creditors brought by a judgment creditor under a judgment in a Division Court for \$58 and costs, recovered after such action brought by a married woman who was living apart from her husband, for board, lodging, washing and medicine supplied to the defendant's wife.

Held (reversing ROBERTSON, J., who had found on the facts that the arrangement as made was a reasonable one, and for value); but BOYD, C., dissentiente; that the plaintiff's claim under the Division Court judgment was under "The Married Women's Property Act" her separate property, so as to entitle her to bring this action, and that on the evidence there was an actual intent to delay, hinder and defeat creditors and that the transaction could not stand.

Per BOYD, C.: The bulk of the plaintiff's claim was for board and lodging supplied, the plaintiff having no order for the protection of earnings, her husband being legally liable for the provisions supplied to her, and for the rent of the house, and so being liable, the rent coming from a lodger would be his property to be collected at his suit and not at that of his wife, and the separation of his claim from that of his wife for personal services would leave a residue too small whereon to found a writ of execution against lands under 57 Vict., c. 23, sec. 8 (O.)

J. McGregor, and *B. E. Swayzie*, for the appeal.

DuVernet and *J. F. Jones*, contra.