

insemination was in fact adultery. The essence of the offence consists not in the moral turpitude of the act of sexual intercourse, but in the voluntary surrender to another person of the reproductive powers or faculties of the guilty person.

It was argued that the defendant's conduct conduced to the plaintiff's commission of adultery, if there was adultery; but that is not in Ontario a defence to an action for alimony.

The plaintiff's action must be dismissed. The judgment will provide that the defendant shall pay the plaintiff's cash disbursements (Rule 388), but only upon the condition that she shall account, to the satisfaction of the Taxing Officer, for all moneys already paid to her or to her solicitor for disbursements, including \$1,200 paid under an order for the issue of a commission. If the plaintiff is not willing so to account, there will be no judgment for her cash disbursements.

ORDE, J., IN CHAMBERS.

JANUARY 5TH, 1921.

***RE ORFORD AND DANFORTH HEIGHTS LIMITED.**

Husband and Wife—Wife Living Apart from Husband—Alleged Adultery of Wife Disentitling her to Dower—Application for Order Authorising Husband to Convey Land Free from Dower—Dower Act, sec. 14—Scope of—Evidence—Finding of Adultery—Technical Objections—Land already Conveyed by Husband—Execution of Deed by Husband on Behalf of Wife under Power of Attorney—Fraudulent Exercise of Power Alleged by Wife.

Motion by Frederick Orford, under the provisions of sec. 14 of the Dower Act, R.S.O. 1914 ch. 70, for an order dispensing with the concurrence of his wife for the purpose of barring her dower in land which the applicant had conveyed to Danforth Heights Limited.

E. D. Armour, K.C., and E. G. McMillan, for the applicant.

J. P. White, for Danforth Heights Limited.

Grayson Smith and S. J. Birnbaum, for Lillian Grace Orford, the applicant's wife.

ORDE, J., in a written judgment, said that the application was unusual in that the deed, dated the 10th January, 1920, had already been executed by Orford in favour of Danforth Heights Limited, and contained a bar of dower executed by him under a power of attorney from his wife. This deed had been attacked in an action brought by her against her husband and the company,