

reason to believe that he would do so, until the month of November, 1908, some three months after she had barred her dower. But even assuming that her bar of dower could be regarded as a consideration, the learned Chief Justice took the view that it was almost nominal, and certainly so grossly inadequate as to be insufficient to have justified the husband in alienating so large a part of his estate to the prejudice of his creditors. He therefore found that the conveyance of the Madoc property was voluntary. At the time of its execution, without the Madoc property, the assets were wholly insufficient to meet the husband's then existing liabilities, which to the extent of \$8,810.93 are still unpaid. The case comes within the provisions of 13 Elizabeth, and the conveyance in question is fraudulent and void as against the creditors of John L. McGuire, and should be set aside with costs. W. D. Hogg, K.C., for the plaintiffs. F. B. Proctor, for the defendants.

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RICHARDSON V. RICHARDSON—MIDDLETON, J.—MARCH 29.

*Account—Sale of Lands—Written Agreement—Family Arrangement.*]—Appeal by the plaintiff and cross-appeal by the defendant from the report of John A. Barron, the referee. MIDDLETON, J., gave reasons in writing for making certain variations in the account as taken by the referee, and expressed the view that it could be adjusted by the parties in accordance with his findings without the expense of a reference back. Upon the motion for judgment there should be judgment for the balance found due, with \$150 costs, which sum was fixed, having regard to the partial success both upon the action and appeal. G. G. McPherson, K.C., for the plaintiff. R. S. Robertson, for the defendant.

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GIBSON V. HAWES—DIVISIONAL COURT—MARCH 29.

*Examination for Discovery—Order to Commit—Attitude of Receiver—Certificate—Costs.*]—Appeal by the defendant from the order of TEETZEL, J., in Chambers, directing that the defendant be committed unless he attends for examination for discovery and answers certain questions. It was held upon the argument, that a certificate should be obtained from the receiver, as an officer of the Court, as to his desire respecting the examina-