

benefited, who appear on the assessment roll notwithstanding that the city within which the improvement is to be made also appears as an owner of property on the roll in respect to property which is exempt from taxation; and the value of the buildings as well as the land is properly taken into consideration in ascertaining the requisite one half in value.

Aylesworth, K.C., and C. A. Moss, for plaintiff. Fullerton, K.C., and Caswell, contra.

Street, J.]

ALLAN v. REVER.

[June 26.

Dower—Lease made by deceased husband—Priorities—Assignment of dower—Rights of executor and devisee—Devolution of Estates Act.

A dowress whose dower has not been assigned has no estate in the land out of which she is entitled to dower, but as soon as her dower is properly assigned, she is entitled to claim possession of the land assigned to her in priority to persons claiming under leases created by her husband, without her assent, during the coverture. *Sloughton v. Leigh*, 1 Taunt. 402, followed.

Where a testator, dying in August, 1901, devised land to his son, and probate of the will was granted to the executor named therein, and the son in April, 1902, executed a conveyance of a part of the land to the testator's widow for her life, as and for her dower, the executor not assenting thereto;

Held, that the conveyance was of no avail; for the only person who could assign dower was the executor, in whom, under s. 4 of the Devolution of Estates Act, R.S.O. 1897, c. 127, the whole inheritance of the testator vested.

W. E. Blake, for plaintiffs. Shaw, K.C., for defendant.

Street, J.]

[June 27.

DOHERTY v. MILLERS AND MANUFACTURERS INS. CO.

Fire insurance—Mutual plan—Annual renewal—Proposal for increased premium—Non-acceptance—Condition of payment in advance—Delivery of receipt—Waiver.

On Oct. 31, 1898, the defendants issued their policy on the mutual plan to the plaintiffs for an insurance of \$20,000 upon their property, and on Oct. 31, 1899, a further policy to the amount of \$10,000. The policies provided for insurances for the original period of one year and "during such further period or periods for which the assured shall from time to time have paid in advance the renewal premium or premiums required by the company, and for which the company shall have issued a renewal receipt or receipts." Each of the policies was issued and delivered to the plaintiff without pre-payment of any cash premium, and without the