

ficiently precise is tolerably vague. There is no end to the detail conceivable. Something must always remain for execution, which no precision could cover, and I don't think that the resolution in question leaves any doubt as to what the Corporation required to be done. The objection seems to be that one width of flagstones was to be laid down in Catharine street and another width in Dorchester street. Of which order does the appellant complain? If it was too narrow in one street, her action was to have the flagging made wider, at a greater cost; if too wide in the other, her action was for a reduction. Her action is based on no consideration of the kind. There was still another grievance—the assessment was illegal. Proprietors who had permanent pavements were called upon to pay for the new pavements. Of this appellant cannot complain, for the foot-paths before her property were all of wood. I am of opinion to confirm.

Judgment confirmed.

*Barnard, Beuchamp & Creighton* for the Appellant.

*R. Roy, Q.C.*, for the Respondent.

#### SUPERIOR COURT.

MONTREAL, Feb. 25, 1882.

*Before TORRANCE, J.*

STEVENS V. FISK.

*Divorce obtained by wife in foreign country—Right of wife to an account.*

*The parties were married in the State of New York, without antenuptial contract, and their matrimonial domicile was in that State. Subsequently the husband changed his domicile to the Province of Quebec. The wife afterwards obtained a divorce in the Supreme Court of the State of New York, on the ground of the adultery of the husband. Held, that the decree of the Supreme Court of New York, was operative to dissolve the marriage, notwithstanding the fact that the domicile of the husband was at the time in the Province of Quebec; and that the divorced wife was entitled to ask an account from her husband of his administration of her property.*

The plaintiff's case was that on May 7th, 1871, the plaintiff and defendant, both being domiciled in New York, were duly married in that

city without ante-nuptial contract. Before and at the time of the marriage the plaintiff had a fortune in her own right amounting to over \$220,000, and by the law of the State of New York applicable to this case she retained the separate ownership and entire control of this fortune after her marriage. Very soon after her union with the defendant the plaintiff entrusted to him the management of her fortune and put in his possession all her money, valuable securities and property of every kind. During several years the defendant had possession of this fortune and administered it, making occasional payments to plaintiff on account of the revenues. In 1876 the plaintiff, dissatisfied with defendant's management of her fortune, demanded the return of all her property with an account of his administration. Thereupon the defendant handed back to plaintiff a very small portion of her valuable securities in the shape of bonds, but gave her no account and has ever since refused to do so. In December, 1880, the plaintiff obtained from the Supreme Court of New York a divorce absolute in her favor on the ground of her husband's adultery. To this demand for an account the defendant pleaded first, by demurrer, on the ground that it appeared from the declaration that the divorce therein alleged had been obtained while the consorts were domiciled in Canada, and the divorce was in consequence null. This demurrer was dismissed by Mr. Justice Rainville, inasmuch as the alleged invalidity of this divorce could not prevent the plaintiff from claiming an account from the defendant, and as her action would lie even if she were still the wife of the defendant.

The defendant then raised the same point, by a plea to the merits in which, while admitting the marriage, he alleged that immediately thereafter the consorts removed to Montreal with the intention of making it the seat of their permanent and principal establishment; that at the time of the divorce they were domiciled in Montreal, and that the divorce is in consequence null and void.

The plaintiff contended,

1st. That by the laws of the State of New York, no community of property is created between persons who are married without ante-nuptial contract.

2nd. That at the time of her marriage the