

REPORTS AND NOTES OF CASES.

Province of Ontario.

COURT OF APPEAL.

From Street, J.] CROWDER v. SULLIVAN. [Nov. 14, 1904.

Marriage—Contract in restraint of—Agreement to continue as housekeeper.

Plaintiff, who for several years had been housekeeper for a widower with a young daughter, and being about to be married, he promised her, if she would continue in his service as housekeeper so long as he needed her and abandon her contemplated marriage, he would either pay her \$1,000 in cash, give her a promissory note for \$1,500 or remember her in his will. The plaintiff thereupon abandoned the marriage and continued her service until her employer's death, which occurred four years afterwards, he, in the meantime having given her a note for \$1,500. In an action against his administrator on the note—

Held, that the primary object of the agreement was the continuing in the intestate's service, the restraint of marriage being merely an incident thereto, and that, under all the circumstances, the restraint was not such an unreasonable one as could be said to be contrary to the policy of the law, and that the plaintiff was therefore entitled to recover on the note.

D. B. MacLennan, K.C., for appellants. Clute, K.C., for respondents.

From Meredith, C.J.C.P.] [Nov. 14, 1904.

COULTER v. EQUITY FIRE INS. CO.

Fire insurance — Parol contract — Interim receipt limiting duration of contract—Incumbrance—Omission to notify company—Absence of written application—Materiality.

The plaintiffs on Nov. 7, 1901, applied through an agent of the defendants to their general manager for an insurance of \$2,800 on certain machinery and stock in trade which he accepted, and the usual interim receipt was issued by its terms