

tiffs found that the defendants would not carry out the contract, the plaintiffs ought to have gone into the market and done the best they could with a similar contract. There was no evidence, except of the most general kind, given on the plaintiffs' behalf of any particular rise in price from that time on up to the end of the year. The defendant Mahler swore that he could have bought at a little less when he objected to the contract; that the prices remained low up to March, 1915, when they went up about 2 cents.

The plaintiffs were therefore entitled only to nominal damages. There should be judgment for them for \$5 damages with costs upon the County Court scale, without any set-off of costs. The defendants should be deprived of a set-off because they broke their contract without any reasonable or valid excuse.

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CAMPBELL V. CAMPBELL—HOLMESTED, SENIOR REGISTRAR, IN CHAMBERS—JULY 23.

*Husband and Wife—Alimony—Interim Allowance—Earnings of Wife—Means of Husband—Assignment by Husband for Benefit of Creditors—Quantum of Allowance—Date of Commencement of Payments—Delay in Delivery of Statement of Claim—Interim Disbursements.*—Motion by the plaintiff in an alimony action for an order for interim alimony and disbursements. The motion was heard by the Senior Registrar, sitting in the absence of the Master. The Registrar, in a written judgment, said that the defendant (a practising physician) contended that, because his wife, the plaintiff, had been earning money by working as a milliner, she was in no need of support. Prima facie a husband is bound to support and maintain his wife; and the fact of the existence of a suit for alimony does not ordinarily relieve him of that obligation pendente lite. Having regard to the position in life of the parties, the husband was not entitled to be relieved from his prima facie obligation because his wife, in her dire need, had resorted to manual labour to gain a living. The small pittance which she had earned, even if it were a certain and permanent source of income—which it did not appear to be—was insufficient to maintain her in the position to which she was entitled as the wife of the defendant. The defendant had not made out that he was destitute of means, nor that the plaintiff was in no need of support. The fact that the defendant had made an assignment for the benefit of creditors was no reason for refusing to make the order asked. The defendant should pay the plaintiff \$14 a week interim