the cases above referred to. The importance of the judgment in *Henderson* v. *Buskin* probably escaped the attention of the learned reporter, as I cannot find that it has ever been reported. So far as I have been able to gain any information about the facts of that case they seem to be as follows:

The plaintiff had filed a bill for alimony, and by consent of the parties, a decree had been made for the payment of $50 to the plaintiff in full of all claims. Subsequently the defendant committed adultery, and the wife filed a second bill for alimony, and a decree was made in the second case, pro-confessed in the usual terms, referring it to the master to fix an allowance. After this decree had been pronounced, the defendant applied to vacate the decree, and for leave to answer, and it appearing that the only question he wished to raise was, whether or not the decree made by consent in the first suit was a bar, V. C. Strong gave him leave to set up that defence by way of plea—which was accordingly done. The plea came on for argument before the present Chancellor who, following his former decisions, held the decree in the first suit invalid, and therefore no bar to the second suit. The decree in the second suit, therefore, was allowed to stand. The plaintiff then claiming to be a creditor under the decree in the second suit, filed the bill in *Henderson* v. *Buskin*, for the purpose of setting aside a transfer of property made by her husband to Buskin. In this latter suit, the defendants again set up the defence that the decree in the first alimony suit was a bar to the second suit, and that question was argued before V. C. Strong who, after taking time to consider, delivered, I understand, a very elaborate and able judgment, in the course of which he stated, that if the plea in the second suit of *Henderson* v. *Henderson* had been argued before him, he should have allowed it, as he considered that the decisions of the Appellate Courts of England were opposed to the prineiple on which that plea had been overruled. As the plea had been upheld, however, he considered it was not open to the defendants in *Henderson* v. *Buskin* again to raise the question.

It will thus be seen, that according to the judgment in *Henderson* v. *Buskin*, the parties to an alimony suit have the same power as parties to other suits to consent to a compromise, and to agree for the payment of a sum in gross, and that the Court may properly sanction by its decree any such arrangement. This view of the law, has of late, been acted upon by the Court, and it is therefore to be regretted, that the only *reported* decisions of our Court of Chancery should be at conflict with what is now its actual practice. It is to be hoped that report of the judgment in *Henderson* v. *Buskin* may be published, for although I believe I have accurately stated the result, still, not having heard the learned judge's judgment, nor having access to any authentic note of it, I have not been so presumptious as to attempt to state the course of reasoning by which the learned judge arrived at his conclusion.. Yours, &c.,

A Junior.

[We have been at pains to ascertain the substantial correctness of the above statement. We understand also, that the authorities on which the learned Vice Chancellor based his judgment in the case of *Henderson* v. *Buskin*, were the following: *Hunt* v. *Hunt*, 4 De G. F. & J. 221; *Wilson* v. *Wilson*, 1 H. L. C. 538, s. c. 5 H. L. C. 40; *Williams* v. *Bayley*, 2 L. R. Eq. 731; *Rowby* v. *Rowby*, L. R. 1 Sc. Div. App. 63.

Although most of these cases are prior in date to *Hagarty* v. *Hagarty* and *Gracey* v. *Gracey*, they do not seem to have