dence of an account stated between the parties, of a debt of $15,000.

For defendant it was contended that the bill was drawn at Milwaukee, in the United States, upon defendant at Kingston, in Canada, payable in the city of New York; that at the time of the acceptance there were no stamps on the bill under our Prov. Stat. of 1864, and no stamps were placed on it until after the commencement of this action; that after the commencement of this suit, Canadian stamps to the amount of $9, being double the amount required at the time of the acceptance, were placed on the bill when the plaintiff put his name on it as endorser, and *Sproule* v. *Legge*, 1 B. & C. 161, was referred to.

It was also urged that the money in the declaration must be presumed to be Canadian currency; but it was not so in fact, because when the bill was produced, it was shown to be currency of the United States.

It was admitted that at the time the bill became due, on the 15th of March, 1865, if payable in current funds of the United States [as distinct from a gold value] the Canadian value of the bill was $8,510 64; while if current funds were valued, as of the 6th of May, 1865, the day of the trial, the value of the bill in Canada funds would be $10,628 88. The three following modes of stating the value and damages, if plaintiff was entitled to recover, were made up:

1. Considering the value.....		$15,000 00
Interest, $160; Protest, $1 10...		161 10
		$15,161 10
2. Value of American funds as Canada funds, on 15th of March, 1865...	$8,510 64	
Interest, $90 72; Protest, $1 10.	91 82	
		$8,602 82
3. Value in American funds as Canada funds, on the 6th of May, the day of trial	$10,628 88	
Interest, $113 36; Protest, $1 10.	114 46	
		$10,743 34

For the defendant it was contended that there was no evidence of an account stated.

It was agreed that a verdict should be entered for the plaintiff for $8,602 46, with leave to move to increase it, on either or both of the counts of the declaration, to either of the other two sums above noted, if the court should think him entitled to a larger sum than that for which the verdict had been entered.

Leave was also given to the defendant to move to enter a nonsuit, if the court should be of opinion that the plaintiff was not entitled to recover, because the bill was not stamped with Canadian stamps in due time to enable him to do so.

Defendant also had leave to move to enter a verdict for him on the account stated, and on the common counts, if the plaintiff retained his verdict on the first count. It was also admitted that the firm of Jacques, Tracey & Co., mentioned in the letters, resided and did business in Montreal.

In Easter Term last the defendant obtained a rule *nisi* to enter a nonsuit, pursuant to leave reserved, on the ground that the bill of exchange offered in evidence, and the acceptance thereof, were invalid and of no effect for want of the necessary revenue stamps being affixed thereto; or because such stamps were not affixed at such time, or by such person or persons, as would give validity to such bill or acceptance, or entitle the plaintiff to maintain his suit.

Or why, pursuant to such leave, a verdict should not be entered for the defendant upon the second issue joined, there having been no evidence to warrant a verdict for the plaintiff thereon. Or, why the verdict should not be set aside and a new trial had, because the same was contrary to the evidence, the declaration being upon a bill of exchange payable in lawful money of Canada, and the evidence being of a bill payable in money of a foreign country.

(To be continued.)

CHANCERY.

(Reported by Alex. Grant Esq., *Barrister at Law, Reporter to the Court.)*

Hagarty v. Hagarty.

Alimony.

The purpose of allotting alimony to a wife is to afford her the means of supporting herself whilst living apart from her husband; but as the law does not contemplate the parties living apart for life, but looks forward to a reconciliation between them, the court will not sanction the payment by the husband of a sum in gross, in lieu of an annual sum by way of such alimony,

This was a suit for alimony in which a decree had been made declaring the plaintiff entitled to an allowance by way of alimony, and referring it to the Master to settle what sum should be paid by the defendant to his wife (the plaintiff). In proceeding under the decree, the Master, with the assent of both parties, found that a sum in gross should be paid by defendant to the plaintiff, and which was to be accepted by her in full of all future claims under the decree.

The cause afterwards came on to be heard for further directions.

J. McLennan for plaintiff.

Bull for defendant.

Spragge, V. C.—In this case the Master, with the assent of the parties, fixed the alimony to be allowed to his wife at a gross sum, instead of at so much per annum, to be paid monthly, or quarterly, as is usual: and counsel for both parties ask the sanction of the court to this allowance.

If the parties choose to make any arrangement out of court, the court has nothing to say to it, but, when the sanction of the court is asked, it is incumbent on the court to see that it sanctions nothing that is not in accordance with the law of the court.

When this matter was before me on further directions, I said, it struck me that the arrangement sanctioned by the Master was objectionable, as against public policy; and after further consideration that is still my opinion. In the books I find no instance of any such order; but I find alimony treated as due to the wife for her daily support. In Mr. Pitchard's book it is stated to be the ordinary rule of the court to decree it to be paid quarterly, and in *Wilson* v. *Wilson* Eccl. R. 329, where the application was to