

to be one which became part of the law of Upper Canada and would seem to be still in force in Ontario, although we do not recollect to have come across any case in which it was in question.

CONTRACT—HUSBAND AND WIFE—CONTRACT BY HUSBAND WITH WIFE TO PAY HER A SUM IN CASE HE SHOULD BE GUILTY OF CONDUCT ENTITLING HER TO A SEPARATION—VALIDITY OF AGREEMENT—PUBLIC POLICY.

*Harrison v. Harrison* (1910) 1 K.B. 35. This was an action by a wife against her husband to enforce an agreement for the payment of a sum of money. The defendant had been convicted of cruelty to the plaintiff, and a separation order had been made by justices. In order to induce the plaintiff to return to cohabitation with the defendant he agreed that, in the event of the defendant thereafter being guilty of conduct entitling the plaintiff to a separation, he would pay her the sum of £150, and on such payment she agreed not to demand or receive any weekly sum under any further separation order. The plaintiff returned to live with the defendant, who again assaulted her, whereupon she obtained a further separation order and brought the present action to recover the sum of £150. The defendant contended that the agreement was void as being made in contemplation of a future separation and was therefore contrary to public policy. Walton, J., who tried the action, held that that objection was not tenable, and gave judgment for the plaintiff for the full amount claimed.

WRIT OF SUMMONS—SPECIAL INDORSEMENT—SPEEDY JUDGMENT—AFFIDAVIT IN SUPPORT OF MOTION—FOREIGN PLAINTIFF—AFFIDAVIT OF SOLICITOR—INFORMATION AND BELIEF—RULES 16, 115—(ONT. RULES, 138, 603).

*Lagos v. Grunwaldt* (1910) 1 K.B. 41. In this case a motion for speedy judgment was made upon a specially indorsed writ. The plaintiff was a foreigner resident out of the jurisdiction, and the affidavit in support of the motion was made by his solicitor on "information and belief." The claim was for professional charges rendered by the plaintiff as a foreign solicitor, and the balance claimed was £1,469 4s. 1d. The Master gave the defendant leave to defend on certain terms, including the payment into court of £400 within fourteen days. Sutton, J., affirmed this order, and from it the defendant appealed, claiming to be entitled