the patient) reader may judge for himself, from the contemplation of the following passage from that learned author's remarks: "This argument confounds the contract itself with the extraneous legal fruits of the contract. It is the very absence of contract for the provision of the wife, which calls into operation the positive law to counteract the injustice which might arise from the omission of such contract. Strictly speaking, the engagement between the parties is nothing more than a contract to enter into the respective relations of matrimonial union; and the law, contemplating the consequences of that contract, by its own silent operation raises a provision for the wife, in the event of her surviving, independent of and without reference to the agreement of the parties." p. 132. While we can readily agree with the learned writer, that the dower is neither the contract itself, nor the actual object of it, we may still make use of his remarks, to show that it is one of the "extraneous legal fruits" of it, or, in other words, that it "arises out of" it.

It also submitted that, failing to be brought within the strict letter of the statute upon the grounds already mentioned, if it be one of those cases where equity would uphold the assignment, then it is such an one as is contemplated by the statute, which appears to have been passed for the purpose of assimilating the jurisdiction of the Common Law Courts and the Court of Chancery, in respect of *choses in action*, imbued, as it is, with the well known doctrines and rules of equity on this subject. This proposition is fortified by a *dictum* of Moss, J. A., in *Wood* v. *McAlpine*, 1 App. R. 241, where his Lordship says:—"We think there is no reasonable room for doubt, that the object of the Legislature was to enable a person, who had become beneficially entitled to a *chose in action*, to sue upon it at law in his own name, instead of being obliged to use the name of his assignee, or to resort to a Court of Equity." Thus intimating, that where Equity would recognize an assignment of a *chose in action* and enforce it, this is a sufficient test of whether the assignment should also meet with recognition in the Common Law Courts, and be governed there by the rules of Equity embodied in the statute. If this view be a correct one, the widow's interest now stands upon the same footing in all the courts, and is an assignable one.

I understand that the question of its liability to execution is now before the Court of Chancery. I therefore refrain from making any further remarks while the point is *sub judice*; in the meantime, tendering you many thanks for the space you have so generously accorded me,

I am, &c.,

E. D. A.

Toronto, October, 1877.

Alimony—Unreported Decision.

TO THE EDITOR OF THE LAW JOURNAL:

SIR,—I think it is important to draw attention to an unreported decision in the case of *Henderson* v. *Buskin* on the subject of alimony.

In *Hagarty* v. *Hagarty*, 11 Gr., it was laid down by the present Chancellor, that it was contrary to public policy for the Court to grant a decree by consent in an alimony suit for the payment of a sum in gross; and in *Gracey* v. *Gracey*, 17 Gr. 113, it was also ruled by the same Judge, that the Court cannot grant a decree for alimony by consent, but that it was necessary for the plaintiff to prove a case, showing herself entitled to relief.

The principle involved in these cases subsequently came under consideration in *Henderson* v. *Buskin*, heard before V. C. Strong, in May, 1873, at Whitby. And the opinion expressed by the learned V. C. was altogether at variance with