

affidavit of the plaintiff verifying his claim, in general terms, alleged that the defendant was justly and truly indebted, and that there was no defence to the action; and Wills and Lawrance, JJ., held that this was sufficient, although it did not expressly allege that notice of dishonour had been given to the drawer.

PRACTICE--DEATH OF PLAINTIFF AFTER JUDGMENT--EQUITABLE EXECUTION--PARTIES ENTITLED TO EXECUTION--ORD. XLII., RR. 8, 23--ONT. RULES 858, 886, 622.

In *Norburn v. Norburn*, (1894) 1 Q.B. 448, a sole plaintiff died after judgment. Her personal representatives, without reviving the suit, made an application under Ord. xlii., r. 23 (Ont. Rule 886), for the appointment of a receiver of certain interests the defendant was entitled to under a will, and for an injunction to restrain the defendant from dealing with such interests; but the motion was refused, Wills and Grantham, JJ., holding that the appointment of a receiver by way of equitable execution was not execution within the meaning of that Rule. The proper procedure in such a case would appear to be for the representatives, first, to obtain an order to continue the proceedings in their name (see Ont. Rule 622), and then move, as until the order to continue proceedings is issued they have no *locus standi*.

HUSBAND AND WIFE--CONTRACT IN CONSIDERATION OF MARRIAGE--PROMISE TO DEVISE LAND TO INTENDED WIFE--BREACH OF CONTRACT--RIGHT OF ACTION--DAMAGES, MEASURE OF--DECLARATORY JUDGMENT.

*Synge v. Synge*, (1894) 1 Q.B. 466, was an action by a wife against her husband, founded on an ante-nuptial contract made by the defendant, in consideration of marriage, to leave by will to the intended wife certain lands and premises for her life. The husband had put it out of his power to perform the promise by conveying the land in question to third persons. Mathew, J., who tried the action, gave judgment for the defendant on the ground that the facts proved did not amount to a contract, but the Court of Appeal (which, so far as the report indicates, was on this occasion composed only of Kay, L.J.) came to the conclusion that a valid contract had been proved, and that the plaintiff, as soon as the defendant parted with the property so as to prevent his carrying out his contract, had an immediate right of action for the breach, according to the well-known cases of