

the foreign judgment here sued upon; but it appeared from the evidence at the trial that the New York Court could revise its adjudication upon the quantum allowed. In an action for alimony in Ontario, the power reserved by sec. 34 of the Judicature Act to deal with the permanence of the grant of alimony might affect the finality of the judgment; but an Ontario Court could not interfere with the New York judgment except by refusing to enforce it. See *Moore v. Bull*, [1891] P. 279.

There was nothing in the evidence to shew that the New York Court could revise the amount *past due*, and the judgment of that Court was a final one. The requirements set out in *Nouvion v. Freeman* (1889), 15 App. Cas. 1, 9, were satisfied.

Reference to *Leslie v. Leslie*, [1911] P. 203.

The objection that the judgment was recovered in a penal action could not be sustained: *Huntington v. Attrill*, [1893] A.C. 150; *Raulin v. Fischer*, [1911] 2 K.B. 93.

The judgment sued upon effectually terminated the bond of matrimony. The appellant is not, by satisfying this judgment, while married to his present wife, contributing to support two wives, but rather paying the legal penalty for those acts which, while enabling him to remarry, entail a yearly reminder of his past delinquencies.

The jurisdiction of the New York Court to grant permanent alimony following an absolute divorce was questioned at the trial, but nothing was elicited to cause difficulty on that point in this case. This decision is not to be taken as indicating that this Court has finally considered and adjudicated upon that point.

Appeal dismissed with costs.

SECOND DIVISIONAL COURT.

JUNE 15TH, 1916.

*RE O'NEIL AND CITY OF TORONTO.

Municipal Corporations—Expropriation of Land—Compensation—Claims by Owner, Tenant, and Sub-tenant—Value of Land Taken—Damages for Severance—Incidental Damages—Changes in Proposed Building—Arbitration and Award—Appeal from Award.

An appeal by the Corporation of the City of Toronto from an award of the Official Arbitrator for the city.

Grace N. Gibson, the owner of the lot at the north-east