

Prac.]

## NOTES OF CANADIAN CASES.

[Prac.]

tion on account of which it was to be assumed that the purchase money was greater.

*Hoyles*, for the purchaser.

*Holman*, for the plaintiff (vendor).

Boyd, C.]

[October 26.]

## IRWIN V. SPERRY

*Action in Chancery Division—Cross action—Jury notice—Claims for damages—Trial.*

The plaintiff claimed in the action which was in the Chy. Div.: (1) Foreclosure of three mortgages. (2) Payment of an account. (3) Damages for breach of a contract. The defendant claimed in a cross action, in the Q. B. Division, damages for breach of the same contract in respect of which the plaintiff sought relief.

The defendant in this action served a jury notice, which the plaintiff moved against.

Boyd, C., directed that the jury notice should stand as to the claim for damages, and that that claim should be tried along with the cross action; the other claims in this action to be disposed of according to the usual practice in the Chancery Division.

*W. H. Lockhart Gordon*, for the plaintiff.

*Watson*, for the defendant.

Boyd, C.]

[November 4.]

## SNIDER V. SNIDER.

## SNIDER V. ORR ET AL.

*Alimony—Setting aside conveyance—Separate actions—Costs—Taxation—Rules 447-9 O. J. A.—Local officer—Revision—Special circumstances—Defence—Striking out—Embarrassment—Technical applications—Interim alimony—Disbursements—Desertion—Offer to resume cohabitation—Multiplication of orders.*

Claims on behalf of a wife for alimony and to set aside a conveyance of the husband's property as fraudulent may be joined in one action, and therefore where separate actions were brought for such claims, and separate orders to the same effect were made as to the

same defendant in both actions, the plaintiff was allowed the costs of only one order.

Rules 447-449 O. J. A. are not necessarily applicable to a taxation had under 48 Vict. ch. 13 sec. 22, and where, upon a taxation by a local officer, these rules had not been complied with by the party objecting to the taxation, a revision was nevertheless ordered when there was the special circumstance that two sets of costs had been taxed where only one was proper.

A paragraph of the defence submitted that "the plaintiff had made out no case entitling her to relief."

*Held*, that this was neither scandalous nor prejudicial nor embarrassing under Rule 178 O. J. A., and should not have been struck out.

The modern practice is to discourage applications merely technical and unmeritorious, and even if successful, not to reward them by exemplary costs.

A wife is not entitled to *interim* alimony and disbursements, when she is suing on the ground of desertion and not alleging cruelty, and where the husband offers by his defence and affidavit to resume cohabitation with her.

Remarks upon the multiplication of orders and summonses in actions.

*Shepley*, for the defendants.

*E. Douglas Armour*, for the plaintiff.

Proudfoot, J.]

[November 9.]

## LALONDE V. LALONDE.

*Interim alimony—Disbursements—Counsel fees—Solicitor as counsel.*

An order of a local Master directing the defendants in an alimony suit to pay *interim* alimony and disbursements was affirmed, except as to a sum of \$40 which the Master allowed as a prospective disbursement for counsel fee, it being admitted that the plaintiff's solicitor would act as counsel.

*Magurn v. Magurn*, 10 P. R. 570, not followed.

*Holman*, for the defendant.

*E. Douglas Armour*, for the plaintiff.