

plaintiff's right to alimony, and to alimony assessed on the basis of adultery on his part, if he could not succeed upon his defence as to the supposed invalidity of the marriage; and contended that a commission to establish his adultery was unnecessary. The plaintiff's contention was that, even so, she was entitled to prove the adultery to discredit the defendant. The only issue of fact on which the defendant could give evidence was that relating to the plaintiff's domicile, and he was ready to undertake that he would not give his own testimony upon that issue. In this situation, the learned Judge said, it would not be proper to grant the commission; but, for the protection of the plaintiff, the order should provide distinctly that, in addition to the admissions and undertakings as to evidence indicated, it should be open to the trial Judge, if he should deem it desirable, to refrain from giving judgment until the plaintiff has had an opportunity to have the English evidence taken.—If other commissions are required, they should be issued at once, and delay in issuing them ought not to prejudice any application which may be made for an earlier hearing. Order below varied accordingly; costs in the cause. J. W. Bain, K.C., for the plaintiff. Gideon Grant, for the defendant.

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SMITH V. MILLER—KELLY, J.—JUNE 10.

*Landlord and Tenant—“Oil-lease”—Husband and Wife—Lease Made by Wife—Non-acquiescence of Husband—Failure of Lessees to Comply with Provisions of Lease—Forfeiture—Counterclaim—Recovery of Possession of Land—Damages by Oil-operations—Removal of Machinery—Sale on Default.*—Action for an injunction restraining the defendant Frank D. Miller from interfering with the plaintiffs' oil operations on ten lots in the village of Belle River, of which the defendant Philomene Miller, wife of her co-defendant, purported to give an “oil-lease;” for damages against Frank D. Miller for interference and trespass; and for damages against Philomene Miller for any loss that may result to the plaintiff by reason of the assertion by her co-defendant of any rights inconsistent with the covenants and warranties in the lease. Eight of the ten lots belonged to the husband and two to the wife. Both defendants counterclaimed for possession of the lands; the wife also counterclaimed for the removal of all erections, incumbrances, and obstructions on the lands; and the husband counterclaimed for damages. The action and counter-