

maining in the States and apparently thence forward supporting herself. In 1891, on proceedings taken by M. therefor, the deceased not appearing, she obtained a decree of divorce a vinculo upon the ground of desertion and cruelty. In 1896 the husband went through a form of marriage with one C. and thereafter continued to live with her as his wife down to the time of his death. In 1889 the deceased became insured in a fraternal society for \$2,000, which by the benefit certificate was made payable to his wife M., and was so continued until 1896, when he endorsed on the certificate a revocation of the payment to M., and procured a duplicate certificate to be issued, stating that M. was dead, and having the amount made payable to C. and an adopted daughter, and the insurance so continued until his death, C. for several years before his death paying the premiums.

Held, 1. Without deciding whether or not the divorce obtained by M. was valid, that M. under the circumstances could not be heard to impugn the jurisdiction of the Court in the United States she had invoked to grant the divorce.

2. It was not necessary to decide whether or not C.'s marriage was legal, for that the society had not contested its validity and that it was not open to M. to do so.

C. and the adopted daughter were therefore held entitled to the monies.

J. E. Jones, G. Grant, and M. C. Cameron, for various parties.

Boyd, (C.)

BRADLEY P. BRADLEY.

[June 19.

Vendor and purchaser—Person holding option agreeing to sell—Offering land by auction—Vendors notifying auctioneer not to proceed—Refusal of auctioneer to sell—Loss of resale—Action for damages.

B. one of the beneficiaries of an estate who had given a two weeks' option to purchase certain land for \$12,000, less his share of the estate \$1,200, agreed to sell same for \$13,500, but was allowed by his purchaser to first offer the property for sale by auction to secure if possible a better price. This he proceeded to do, when the defendant, one of the vendors wrote notifying the auctioneer that the plaintiff had no right to sell, whereupon the auctioneer refused to go on with the auction