

parties are of full age; presumably they knew what they wanted, and told their counsel what it was; and presumably counsel inserted in the agreement what they intended. It seems from the document itself that the parties were content to rely each upon the promise of the other, not accompanied by an order of the Court to implement the promise. No steps are to be taken in the action from execution of the consent, it is said—that also shews that no order of the Court was in contemplation.

If it be necessary, a direction will be made to the Taxing Officer to tax the costs—but nothing else further than “an order confirming this settlement.”

No costs.

RIDDELL, J.

NOVEMBER 4TH, 1912.

COWIE v. COWIE.

Husband and Wife—Alimony—Judgment for—Order for Sale of Husband's Lands to Satisfy Arrears—Conduct of Husband Dampening Sale—Contempt of Court—Application of Wife to Dispossess Husband—Order Directing Land to be again Offered for Sale—Leave to Wife to Bid—Costs.

Motion by the plaintiff in an alimony action, after judgment in her favour (1 O.W.N. 635), for an order for possession of the defendant's land.

J. W. McCullough, for the plaintiff.
The defendant, in person.

RIDDELL, J. :—In this case, judgment was finally given for the plaintiff by the Court of Appeal for alimony. She registered her judgment, but the defendant did not pay. On the 24th June, 1912, an application was made before me for an order that the lands of the defendant be sold to pay the alimony: he then appeared in person and stated that he could not pay the amount. He claimed also that the judgment had been obtained by perjury. I could not entertain this last plea: on the first and the representation of the plaintiff, I, following the case of *Abbott v. Abbott* (1912), 3 O.W.N. 683, made an order “for sale of the north half of lot No. 27 in the 7th concession of Pickering . . . or a competent part thereof . . . for the satisfaction of the arrears of alimony . . . with the approbation of the Master in Ordinary. . . .”