

are, as they claim and as they seem to be, ignorant men, they ought to have sought competent legal advice; and, having failed so to do, they cannot claim to have acted in good faith.

The rulings of the Department appear to me to have been entirely according to law. This finding is, of course, involved in my pronouncement at the close of the case.

I think that the teacher Leontine Sénécal was a necessary or at least a proper party to the action.

The injunction will go as prayed against all the defendants with \$5 damages and costs of suit personally against the defendants other than Mlle. Sénécal.

FULFORD v. FULFORD—LENNOX, J.—MAY 5.

*Husband and Wife — Alimony — Desertion — Adultery — Amount of Alimony—Judgment—Registration against Land.*—An action for alimony, tried at Ottawa. The plaintiff and defendant were married on the 31st August, 1886, and lived together till the 15th December, 1908, when the defendant deserted the plaintiff without justification or excuse, as the learned Judge finds. There were eight children of the marriage, of whom several are infants, living with their mother. There is land in Ottawa standing in the name of the defendant, worth \$2,000. The plaintiff by her industry contributed to the payment for this property. The defendant is capable of earning \$600 to \$800 a year. He is living in adultery with another woman. Judgment for payment of alimony by the defendant to the plaintiff at the rate of \$450 a year, counting from the 16th January, 1914, payable in equal instalments half-yearly, and for the plaintiff's costs of action, and a certificate of judgment will be registered against the land standing in the name of the defendant. E. J. Daly, for the plaintiff. The defendant was not represented.

McLARTY v. HAVLIN—KELLY, J.—MAY 8.

*Promissory Note—Action against Makers of Joint and Several Note—Denial of Signatures—Allegations of Fraud—Findings of Fact of Trial Judge—Effect of one or more Alleged Makers being Relieved.*—The plaintiff, as the holder of a promissory