

SECOND DIVISIONAL COURT.

MARCH 20TH, 1919.

**BAILEY v. BAILEY.*

Husband and Wife—Alimony—Wife Leaving Husband on Account of Cruelty—Offer to Receive her back—Bona Fides—Findings of Fact as to Cruelty—Dismissal of Action—Undertaking of Husband—Appeal.

Appeal by the plaintiff from the judgment of MASTEN, J., 15 O.W.N. 356.

The appeal was heard by MEREDITH, C.J.C.P., BRITTON, LATCHFORD, and MIDDLETON, JJ.

A. G. Slaght, for the appellant.

R. McKay, K.C., for the defendant, respondent.

THE COURT dismissed the appeal.

SECOND DIVISIONAL COURT.

MARCH 21ST, 1919.

**MCARTHUR v. NILES LIMITED.*

Contract—Formal Lease of Land for one Year—Rent Payable by Yielding Portion of Crop—Agreement for "Working on Shares"—Agreement of Lessee with Stranger to Grow Crop on Demised Land for Stranger—Conversion of Crop by Stranger—Action by Lessor for Damages.

Appeal by the defendants from the judgment of DENTON, Jun. Co. C.J., in favour of the plaintiff for the recovery of \$147 and costs in an action in the County Court of the County of York, brought to recover damages for wrongful entry on the plaintiff's land and removal and conversion of 40 bushels of pease.

The appeal was heard by MEREDITH, C.J.C.P., BRITTON, LATCHFORD, and MIDDLETON, JJ.

McGregor Young, K.C., for the appellants.

J. J. Maclellan, for the plaintiff, respondent.

MEREDITH, C.J.C.P., read a judgment in which he said that the plaintiff owned the land upon which the crop of pease in question was grown; one Stutt acquired some interest in the land—either as "cropper" or tenant—and afterwards entered into the contract