

further. If, within that time, he expresses his readiness to receive his wife back or consents to a judgment for alimony (the amount to be determined having regard to the payment of \$3,000), the motion may be spoken to; otherwise the order for committal may go with costs. J. E. Jones, for the plaintiff. G. Lynch-Staunton, K.C., for the defendant.

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COOPER V. ABRAMOVITZ—LATCHFORD, J., IN CHAMBERS—  
SEPT. 30.

*Mortgage—Action for Foreclosure—Motion for Summary Judgment—Defence—Oral Agreement to Take no Proceedings, not Binding on Mortgagee.*—An appeal by the defendant Gussie Gross from an order of the Master in Chambers, in a foreclosure action, directing that judgment be entered in favour of the plaintiff. The appellant alleged that, before the writ of summons was issued, the plaintiff orally agreed with her that, so long as he received certain monthly payments from her by way of rent, he would take no proceedings against her under the mortgage. The fact that such an agreement was made, and the terms of it, if made, were in question before the learned Master; and he decided that, if such an agreement was made, it was not binding upon the plaintiff, because, as it varied the terms of the mortgage, it was required to be in writing. LATCHFORD, J., in a brief written judgment, said that he agreed with this determination, and referred to *Vezey v. Rashleigh*, [1904] 1 Ch. 634. Appeal dismissed with costs. L. F. Heyd, K.C., for the appellant. S. M. Mehr, for the plaintiff.