

BUCK v. BUCK—KELLY, J.—JAN. 7.

Husband and Wife—Alimony—Evidence—Quantum of Allowance—Costs.—An action for alimony, tried without a jury at Chatham. KELLY, J., in a written judgment, said that at the opening of the trial and after unsuccessful attempts had been made by counsel to effect a settlement, it was agreed by both parties that some alimony should be allowed, although each party insisted that there was fault on the other side. The only matter submitted for decision was the amount to be allowed. After recounting the circumstances of the parties, the learned Judge said that he did not think that, on the merits, the allowance for alimony should be large, and did not think that a large amount, if granted, could be paid. He fixed the allowance at \$100 a year, payable in quarterly instalments. This, with the plaintiff's own means, would make her position more comfortable than the defendant's. Her costs against the defendant he fixed at \$60 plus actual and necessary disbursements. Judgment accordingly. O. L. Lewis, K.C., for the plaintiff. R. L. Brackin, for the defendant.

TORONTO HOCKEY CLUB LIMITED v. ARENA GARDENS LIMITED—
TORONTO HOCKEY CLUB LIMITED v. ARENA GARDENS LIMITED
et al.—FALCONBRIDGE, C.J.K.B.—JAN. 7.

Contract—Agreements between Associations for Commercialised Games—Enforcement—Reformation—Evidence—Corroboration—Damages—Services of Players—Loss of—Delivery up of Contracts—Injunction—Reference—Costs.—The first action was brought to recover \$20,093.54 and interest, and for delivery over to the plaintiffs of certain contracts of players leased by the plaintiffs to the defendants. The second action was brought to recover damages for the plaintiffs' loss of the services of the seven individual defendants, for an injunction, and for delivery over of contracts. The two actions were tried together, without a jury, at a Toronto sittings. FALCONBRIDGE, C.J.K.B., in a written judgment, said as to the first action that he found all the issues joined, both of fact and law, in favour of the plaintiffs. He gave full credence to the evidence of Mr. Boland, corroborated as it was by the circumstances and by the contemporaneous statements, verbal and written, of Mr. Claxton. The written agreement should be, if necessary, reformed so as to express the true intent and understanding of the parties at the time it was entered into. There should be judgment for the plaintiffs for \$20,093.54, with interest from the 1st April, 1918, and costs. Either party might elect,