tion deed is, ipso facto, put an end to for all further purposes if the parties subsequently become reconciled and return to cohabitation (Lush on Husband and Wife, 3rd ed., p. 463 et seq.); but he relies on the release of dower, which, he contends, is on a different footing, being under seal and for good consideration.

I am of opinion that the second agreement and the release of dower should be read together and treated as one transaction. The husband promised her to burn all the papers, and she thought he had done so. She is an illiterate woman and signs with her mark. She is corroborated sufficiently by Mr. F. E. O'Flynn and by Mrs. Pope. The former gentleman, a practising solicitor, narrates a curious incident, characteristic of a certain class of client. He says that the husband and wife did not remain apart a month after the agreements of November, 1902. O'Flynn had acted for A. W., and had drawn the release of dower. O'Flynn saw them together, and Wardhaugh wanted O'Flynn to throw off his costs, as he, Wardhaugh, had "taken his wife back and the papers were of no use." O'Flynn refused to forgo his costs, whereupon Wardhaugh became quite angry.

I think, therefore, she is entitled to the declarations she asks for, but in the winding-up of the estate she must be charged with the $600 which she received in November, 1902, without interest. I have not overlooked the fact that she says that she put $700 of her own money into the building which forms part of his estate, during the years "he was good." That was, of course, in their minds when the settlement of November, 1902, was made.

Costs to both parties out of the estate, those of the defendant as between solicitor and client.