

condition subsequent, and that it was obnoxious to the rule against perpetuities, which was applicable to such a condition, and was therefore void.

[Reference also to *In re Ashworth, Sibley v. Ashworth*, [1905] 1 Ch. 535; *Law Quarterly Review*, vol. 16, p. 10.]

If it were possible to treat the conveyance as granting the land to the corporation so long as the land should be used as a public market, the result would be different, for in that case when the land ceased to be used for that purpose it would fall into the inheritance for the benefit of the heir of the grantor: *Attorney-General v. Pyle*, 1 Atk. 435. This is not, however, the form or effect of the conveyance. It is a grant of the whole estate of the grantor, subject to a condition that the grant shall be void and the land revert to the grantor, his heirs and assigns, upon the happening of the event with which it deals.

Appeal dismissed with costs.

RIDDELL, J.

OCTOBER 28TH, 1909.

FORSTER v. FORSTER.

Husband and Wife—Alimony—Wife Leaving Husband—Refusal to Return unless Money Allowance Guaranteed—Costs—Cash Disbursements of Plaintiff's Solicitor.

An action for alimony.

R. S. Robertson and R. F. Segsworth, for the plaintiff.

W. Mulock, for the defendant.

RIDDELL, J. (after setting out the facts and referring to the evidence, which shewed that the plaintiff had voluntarily left the place where the defendant was living with his mother, he being ill with typhoid fever):—She called to see her convalescing husband several times and spoke to him about the future. She insisted that he should give her some guarantee, as she says, as to the amount of money he would allow her if and when she came back to live with him. He as often said that he would not give any guarantee; that he did not know what money he could make or would have, but that he would do the best he could. She refused absolutely to agree to go back to live with him unless he would give her such guarantee, and that position she has maintained all along ever since, and firmly maintained it in the witness box. . . .