

HUDSON v. HUDSON—MIDDLETON, J.—JUNE 13.

Husband and Wife—Alimony—Quantum of Allowance.]—Action for alimony, tried at Brockville. The learned Judge said that there was no reason to suppose that the plaintiff was in any way to blame for the difficulties that had arisen, and she was entitled to alimony. The conduct of the defendant had been such as to indicate that it would not be altogether safe for the plaintiff to continue to reside with him at present. Alimony fixed at \$35, on the understanding that the plaintiff has the youngest child to maintain. Judgment accordingly, with costs to be paid by the defendant. H. A. Stewart, K.C., for the plaintiff. J. A. Hutcheson, K.C., and J. A. Jackson, for the defendant.

WALLACE v. MCKAY—BRITTON, J.—JUNE 13.

Master and Servant—Contract of Hiring—Salary and Expenses—Damages for Breach—Settlement of Claim—Finding of Fact of Trial Judge.]—This action was brought against A. McKay and C. W. Burns to recover \$1,150.30 alleged to be the balance of six months' salary and expenses up to the 23rd October, 1913, owed by the defendants to the plaintiff, and \$1,000 damages for breach of contract of hiring. The learned Judge finds that there was a complete settlement between the plaintiff and the defendant McKay as to any claim against McKay under the agreement, and that the plaintiff was paid \$200. Action as against defendant McKay dismissed with costs. W. S. Brewster, K.C., for the plaintiff. E. F. B. Johnston, K.C., for the defendant McKay.

CORRECTION.

RE ROOKE AND SMITH, ante 382. On p. 384, lines 21 and 20 from the bottom, "(a) he is an express assignee of the land" should read, "(a) he is an express assignee of the covenant as distinct from assignee of the land."