

FALCONBRIDGE, C.J.—I am of the opinion that plaintiffs cannot recover by reason of their breach of agreement and condition 2 indorsed on the policy, particularly in that they refused to execute the bond for security on the proposed appeal to the Supreme Court of Canada. And such breach avoids the policy: *Wythe v. Manufacturers Accident Ins. Co.*, 26 O. R. 153; *Talbot v. London Guarantee and Accident Co.*, 17 C. L. T. Occ. N. 216; *Victorian Stevedoring, etc., Co. v. Australian Accident Ins., etc., Co.*, 19 Vict. L. R. 139.

Defendants having offered to abide by any equitable arrangement which the Court might suggest, I give plaintiffs the option of accepting within 20 days \$1,000 without costs in full satisfaction of their claim. Otherwise the action will be dismissed with costs.

CARTWRIGHT, MASTER.

MARCH 7TH, 1905.

CHAMBERS.

LOVELL v. LOVELL.

Alimony—Interim Order—Right to—Amount—Disbursements.

Motion by plaintiff for order for payment by defendant of interim alimony and disbursements.

E. F. B. Johnston, K.C., for plaintiff.

G. H. Watson, K.C., and H. E. Irwin, K.C., for defendant.

THE MASTER.—. . . It has been made quite plain by such cases as *Keith v. Keith*, 7 P. R. 41, that an order should be made.

It is only where such facts exist as in *Falvey v. Falvey*, 2 O. W. R. 476 (see final result at p. 832), that an order can be refused, or where *Pherrill v. Pherrill*, 6 O. L. R. 642, 2 O. W. R. 1096, would apply.

I have no recollection of having refused an order in any other case than these two, except one in which it was not denied that the plaintiff had in her possession over \$600 which defendant had given her shortly before the action was commenced; they being both citizens of the United States and domiciled there, and there being no issue of the marriage; there was also evidence that a similar motion made by plaintiff in Ohio had been refused. In these cases my decision was accepted by the parties. The present, however, is a very different case. Whatever may be the result at the trial, there is nothing to displace plaintiff's right to reasonable alimony. Nor has there been any delay to oblige me to fix a materially