

sires to advance. Anything that that very able Judge may say must be received with the utmost respect; but I think he would himself be the last to say that his judgment is certainly right. That being so, I am of opinion that the application should be granted.

The costs will be disposed of by the trial Judge in the action to be begun, or upon application to me in my Chambers.

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RIDDELL, J.

JULY 13TH, 1907.

CHAMBERS.

SWITZER v. SWITZER.

*Husband and Wife—Alimony—Interim Alimony and Disbursements—Marriage Admitted—Separation Agreement—Adultery—Foreign Divorce.*

Appeal by defendant from order of local Judge at Walkerton directing payment by defendant to plaintiff of interim alimony and disbursements.

W. E. Middleton, for defendant.

G. H. Kilmer, for plaintiff.

RIDDELL, J.:—This is an action for alimony and other relief. The marriage is admitted, but it is contended for defendant: (a) that a separation agreement entered into between the parties concludes plaintiff; (b) that plaintiff was guilty of adultery with a person named; (c) that a decree of divorce has been obtained from a Court in North Dakota.

Plaintiff answers these contentions by saying that the alleged separation agreement is not binding upon her, as it was obtained by pressure and executed under fear of further ill-treatment, and that in any case the fact that defendant has gone through a form of marriage with and is now co-habiting with another woman named relieves her from the covenants in the deed: *Morall v. Morall*, 6 P. D. 98. She denies the adultery, and says that the decree for divorce is invalid.