thereon." On the 8th December, 1910, a consent judgment was obtained by which an allowance of $400 a year was to be paid by the defendant to the plaintiff on account of alimony. In addition to this, an agreement of separation was entered into between the parties on the 21st November, 1910, reciting the consent to allow alimony (afterwards put into the form of judgment), and agreeing that, when the land of the husband (being part of lot 15 in a lot in the village of Norwich) was sold, he would pay the wife one-third of the proceeds, and, upon such payment, she was to release her dower.

The account asked by the endorsement of the writ was in respect of house and land standing in the wife's name, which had been sold by the husband, and the proceeds of sale paid to the wife, except about $500, which he retained for repairs and improvements, made out of his money, on the property and house. The husband says that it was agreed that this should be deducted. The daughter says that the mother was apparently persuaded by the husband to let him keep this $500 when the house was sold in 1910.

I judge that this claim should not be entertained as things stand. The alimony suit, with its special claim for an account as to the sale of this house of the wife, was settled by the concession of alimony at the rate of $400 a year and a further concession of one third out and out of the proceeds to be derived from the sale of the husband's house when it was sold (which stands good for all the future); and that house is said to be worth at least $4,000. This term of the agreement was beyond her legal claim for dower: and, while technically it may be said that the matter is not res judicata, yet it must be considered that the claims and rights of both parties in respect to both houses were present in their minds when the quantum of alimony was settled. To put it strictly, it does not seem to be equitable now to disturb that settlement of 1910, unless the judgment for alimony is set aside, and the question of how much is to be paid is left open for inquiry and settlement, having regard to the altered condition of the defendant's estate.

I do not propose to have the amount of alimony reconsidered; and, for this reason, do not interfere in regard to this claim for $500.

But, on the other part of the case, as to the separate moneys of the wife, I think no obstacle arises based on the former action and the additional deed of separation.

That outstanding right of the wife to these moneys of her own taken by the husband was not alluded to or considered;