never disclaimed being entitled to and which in the pleadings he has still insisted upon. A purchase of the shares such as he claims took place would be unconnected with any consideration for the note and the acceptance of and insistence upon the latter is irreconcilable with the stand now taken by the defendant.

His idea probably was that expressed upon the face of every mortgage but which none the less the Courts of Equity did not and do not give effect to. It would not be a collateral stipulation consistent with the right of redemption such as is discussed in *Kreglinger* v. *New Patagonia, etc., Co.*, [1914] A. C. 25, but would be inconsistent with the doctrine of equity which is crystallized in the maxim "Once a mortgage always a mortgage," and which is so fully referred to in that case.

The appeal should, I think, be dismissed with costs.

HON. SIR WM. MEREDITH, C.J.O., HON. MR. JUSTICE MACLAREN and HON. MR. JUSTICE HODGINS, agreed.

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HON. MR. JUSTICE MIDDLETON. JUNE 13TH, 1914.

## HUDSON v. HUDSON.

6 O. W. N. 503.

*Alimony—Amount of—Circumstances Governing.*

MIDDLETON, J., on the evidence, in action for alimony, allowed claim at $35 a month.

Action for alimony, tried at Brockville, June 2nd, 1914.

H. A. Stewart, K.C., for the plaintiff.

J. A. Hutchinson, K.C., and Jackson, for the defendant.

HON. MR. JUSTICE MIDDLETON:—At the trial, the matter was discussed at length, and I hoped that a settlement would result. I am now told that a settlement is impossible.

The case is a painful one. There is no reason for supposing that the plaintiff is in any way to blame for the difficulties that have arisen, and I think she is entitled to alimony. In the interests of the parties, I think it better to refrain from saying much. The conduct of the defendant, I think, has been such as to indicate that it would not be altogether safe for the wife to continue to reside with him at present.