

severest kind; and very strong special grounds must be shown to justify further examination of a debtor who has fully and fairly answered on two former examinations.

And where it did not appear that any change in the circumstances of the judgment debtor had taken place since her last examination, and the affidavit on which an application for a third examination was based did not show the grounds for the deponent's belief that she had property concealed, and did not negative the ability to obtain information as to details, the application was refused.

Charles Macdonald for the applicant.

Pattullo for the judgment debtor.

BOYD, C.]

[Nov. 7.]

ATWOOD v. ATWOOD.

Husband and wife—Interim alimony—Separation deed—Agreement not to sue for alimony.

The granting of interim alimony rests in the sound discretion of the court in view of all the circumstances.

A husband and wife had executed a deed, reciting unhappy differences, and agreeing to live apart. The consideration was \$800—a down payment of \$100 and an annual provision of a like amount for seven years. Stipulation by the wife not to sue for alimony, nor to seek restoration of conjugal rights. The deed was executed after advice given to the wife by a separate solicitor. After the expiration of seven years she brought an action for alimony, and in applying for interim alimony did not show fraud or duress.

Held, that the application must be refused.

Semble, that the wife's stipulation was not limited to the seven years, but extended to her future life, and a provision to arise *de anno in annum* was not essential to uphold the deed.

Semble, also, that a husband and wife may validly agree *inter se* to live apart, and the wife's engagement to sue for alimony nor to claim restoration of marital intercourse, if founded on valuable consideration, will be enforceable against her, and may be set up in bar of her action.

W. M. Douglas for the plaintiff.

W. H. Blake for the defendant.

Court of Appeal.]

[Nov. 14.]

CROTHER v. PEARCE.

Costs—Interpleader issue—Reservation.

The costs of an interpleader issue should not be reserved by the interpleader order to be disposed of in chambers, but should be left to be dealt with by the trial judge.

McCarthy, Q.C., and *J. A. MacIntosh* for the appellant.

E. F. B. Johnston, Q.C., for the respondent.