

G. E. Kidd, K.C., for the plaintiff.

E. R. E. Chevrier, for the defendant.

KELLY, J., in a written judgment, said that the plaintiff's claim for alimony should be dismissed on the finding that, when she went through the form of marriage with the defendant in Brooklyn, New York, on the 22nd March, 1904, her husband, William E. Murphy, to whom she was married in 1891, was living, and that the marriage had not been legally dissolved.

She lived with the defendant as his wife in various places from March, 1904, until July, 1917—for several years immediately preceding the latter date their home was in Ottawa. In July, 1917, the defendant left the house where they had lived together and did not return. For three months he sent her money for her support, discontinuing it only when he was threatened with action. He said that the immediate cause of his leaving the plaintiff was that he had about that time heard that Murphy was alive when he went through the ceremony with the plaintiff in March, 1904.

It was proved that Murphy was alive at that time and that he was still alive one week before the trial.

The plaintiff set up that, if her marriage with the defendant should be declared invalid, she was entitled to \$4,800 for services rendered to the defendant as housekeeper and domestic servant for 13 years and 4 months. This claim failed; her residence with the defendant was not as his housekeeper or servant; there was no agreement indicating that relationship or from which it could be assumed. There was nothing to justify any suggestion that she was misled into the relationship which she assumed towards the defendant. Moreover, during the time of their residence together, she was supplied by the defendant with money necessary to maintain the house and for her own purposes as well. At the same time she added to her income by letting rooms in the house which they occupied and keeping the money paid as rent.

The plaintiff also made a claim for money lent to the defendant; that claim failed because, if for no other reason, it was long barred by the Limitations Act.

The plaintiff also claimed \$300 as moneys paid at the request of the defendant between the 1st January, 1915, and the 15th March, 1919, for insurance premiums upon two policies or certificates of insurance on his life, both of which were made payable to her. The defendant said that down to the end of August, 1913, he gave all his earnings to the plaintiff, and thereout she paid the premiums on these two certificates. The defendant's intention with regard to these certificates was not made clear. If the benefit thereof was to be taken over by him for himself or for any other beneficiary than the plaintiff, he should pay to the plaintiff the