

Hillsborough, }  
Oct. 6, 1942. } No. 3347.

ATTORNEY-GENERAL (*ex rel. Leo Riel*) v. NOE ALLARD & a.

*John J. Sheehan*, by brief, for the relator.

*Emile Lemelin*, by brief, for the defendant Allard.

*McLane, Davis & Carleton* (*Mr. Carleton* orally), for the mayor.


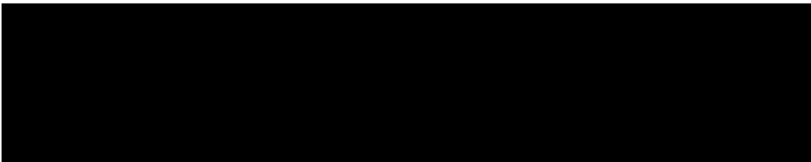
BURQUE, J. This case is governed by *Attorney-General v. Hunter*, ante, 206 and *Attorney-General v. Lemelin*, ante, 522.

*Information granted.*

All concurred.

Rockingham, }  
Jan. 5, 1943. } No. 3380.

LAURETTE J. BARBER v. HARRY C. BARBER.

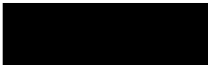
  


*William H. Sleeper*, for the libelant.

*Sewall, Varney & Hartnett*, for the libelee.

*Per Curiam.* The bill of exceptions relates only to the construction of the private agreement between the parties. Whether a plaintiff is entitled to alimony is a question of fact. *Cross v. Cross*, 63 N. H. 444, 446. While the agreement may be relevant to the issue, it is not controlling, and is only one of many factors of bearing. The construction of the agreement will become immaterial if alimony is denied, although the agreement is construed according to the plaintiff's claim. The right to alimony not having been determined and not being shown to be dependent upon the construction of the agreement, action upon it at this stage of the proceeding is inexpedient. *Lemire v. Haley*, ante, 10, 358, and cases cited.

*Case discharged.*



Strafford, }  
March 2, 1943. } No. 3365.

EDMOND B. HEBERT & a v. FRED A. COUTURE.

