

order could be made in this action for a conveyance by the defendant to the plaintiff: Fry on Specific Performance, 5th ed., paras. 990, 993.

Judgment declaring: (1) that the contract is and was legal and binding on the parties and is a contract which ought to have been specifically performed on its date or so soon thereafter as practicable; (2) that the contract has not been rescinded; (3) that the plaintiff is not by laches disentitled to maintain this action; and (4) allowing the plaintiff to apply in this or any other action, whether now pending or hereafter brought, for such relief as he may deem himself entitled to have consequent on the above declarations.

Costs of the action to be paid by the defendant.

MIDDLETON, J.

DECEMBER 30TH, 1915.

RUDOLPH v. CONTINENTAL LIFE INSURANCE CO.

Life Insurance — Insurance Moneys, where Payable — Policy Issued in Alberta, where Assured Domiciled — Claim of Beneficiary Named in Policy—Adverse Claim under Will of Assured—Effect of Alberta Statute—Forum—Payment into Court.

Motion by the plaintiff, a beneficiary under a certain policy issued by the defendants, for an injunction restraining the defendants from paying the money claimed by the plaintiff into Court in Alberta, and obtaining a discharge under the provisions of the Alberta Insurance Act.

The motion was heard in the Weekly Court at Toronto.

T. N. Phelan, for the plaintiff.

J. B. Holden, for the defendants.

MIDDLETON, J., said that the defendants have their head office at Toronto; they have obtained a license to carry on business in the Province of Alberta; and on the 11th May, 1914, they issued a policy for \$5,000 upon the life of T. W. Gravelle, payable to his brother, J. W. Gravelle, as beneficiary. The insured died on the 13th April, 1915, leaving a will which purported to deal with this insurance money by giving \$2,000 to the plaintiff. The defendants, having paid \$3,000 to the brother, now pro-