onto manager to the defendant, enclosing the admission of the receipt by the Home Office of the notice of the assignment of the policy on the 26th of March. This of itself was a sufficient and complete assignment of the insurance money. He had previously in his letters to the defendant of February 23rd, and March 4th, advised her of his having executed the assignment to her, and of his desire that she should accompany him to Toronto to witness the delivery to the agent. Later, on the 5th of April, after he had sent the assignment to the company, he wrote the defendant regarding the other copy: "Also enclosed find assignment of interest in insurance policy." It was not necessary that this should be delivered to the defendant to perfect her title; but even if it were, I think a fair inference from the evidence would be that there was sufficient delivery. He was examined as a witness and did not contradict his statement in the letter as to having enclosed the assignment, and says that he did not keep a copy in his possession. It is true that the defendant says she did not receive it. In this she may be mistaken, and plaintiff's enclosing and mailing it would be sufficient.

It may be noted that all the policy required in order to complete an assignment was that "an original or a duplicate or certified copy thereof shall be filed in the company's Home Office." In the present case, as above stated, the original was filed there, as appears from the company's letter of March 26th, 1897.

As to the evidence by the plaintiff to the effect that the form he wrote to the company for was one relating to the naming of a beneficiary, I am of opinion that his testimony in this point was clearly inadmissible, as the proper foundation was not laid for the reception of secondary evidence. Besides, apart from the assignment itself, which must have been perfectly understood by a man of his intelligence, his own letters written at the time shew that he fully understood its nature and import.

As to the fact of the plaintiff retaining possession of the policy, from which the trial Judge drew a strong inference in his favour, I think it is quite susceptible of a more reasonable explanation. As he fully intended to keep on making the payments of the annual premiums, it was quite natural that he should retain the policy, which contained the best and the authoritative memorandum of the date, amount, etc., of these premiums.

I quite concur in the judgment of the Divisional Court and the remarks of Clute, J., as to the gift being complete, and in addition to the authorities cited by him I would refer to Kekewich v. Manning, 1 DeG. M. & G. 176. In my opinion a good deal of the evidence of the plaintiff was inadmissible, as being an at-