if these policies "were originally payable to deceased's mother" and were not altered by Mr. A., through illness and reliance on the assurances that his wishes would be carried out, it would be a fraud upon his widow. To this letter the only reply sent was a letter from the solicitor who is acting for defendant. It was as follows, and bears date 1st February, 1904.

"Dear Sir, "Re Estate late George C. Armstrong.

"Your letter to Mr. Joseph D. Armstrong has been handed to me for reply and to inform you that there was no $1,000 policy in force that he knows of on his late brother's life, but there were policies for $500 and $2,000, both of which were originally and always payable to his mother, and so formed no part of his estate. The $600 was sent by Mr. Joseph D. Armstrong to his brother's widow as a matter of kindness on his part and out of sympathy to her and not because of any responsibility to pay her anything."

On receipt of the above plaintiff's solicitor wrote at once a letter bearing date 4th February, 1904, the material parts of which are as follows:—

"Dear Madam,—

"On instructions of Mrs. Claribel Armstrong, your daughter-in-law, I recently addressed to your son, Joseph D. Armstrong, a letter upon the subject of the remittance to my client of the further sum of $900 due to her, to make up the $1,500 which, by her husband's dying declarations, was set apart for her out of the $2,500 of insurance he carried on his life. To that letter (your solicitor) has replied setting up the claim that all of the $2,500 was by the terms of the policies payable to you, and I presume contending that for that reason my client could have no claim upon it.

"If, as alleged, the policies provided that the insurance moneys when due thereunder should be paid to you, I must take it that your son Joseph has been acting as your agent and under your instructions in the way he has dealt therewith, as he could only get possession of these funds through you."

To this letter a reply was sent by the same solicitor dated 5th February, 1904:—. . .

"Dear Sir,— "Re Estate George C. Armstrong.

"Your letter to Mrs. Mary Ann Armstrong has been handed to me. Of course we cannot prevent your bringing