

her from her own personal estate, and that the insurance should remain as it then was, apportioned equally between the plaintiffs and the defendant.

In pursuance of this agreement which the trial Judge, upon sufficient evidence, finds was duly entered into, the plaintiff, Jane Clark, paid the premiums from July, 1900, to September, 1908. During this period the defendant was applied to by the plaintiffs to pay her proportion of the premium, but she declined to do so. She, however, on one occasion applied to the secretary of the said society and asked if she could be permitted to pay her one-third share independently of the plaintiffs. She was informed, however, that this could not be done, and that if default was made in any part of the insurance premium it would void the whole.

With respect to the increased calls or premiums to be paid upon the policy, it was arranged that the society should advance the increase and charge the same against the policy, and this was done down to the date of the assured's death, and amounted to some \$82.

In January, 1909, the said James E. Clark, suffered a paralytic stroke which rendered him unconscious, and from which he never fully recovered. He remained at the hospital for some weeks, and afterwards went to the country for a part of the summer to recuperate, but he never regained his normal strength. It was during his illness in January, and without his knowledge, that the defendant found that the premiums were over-due, and then for the first time she paid up the arrears, and continued to pay the premiums until his death. This appears to have been done without reference to the plaintiff, Jane Clark. The total payments made by the defendant amounted to \$82.50.

On the 20th November the said James E. Clark first spoke to his daughter about going to live with her, and two days later, namely, on the 22nd November, 1909, he left his home without stating where he was going and went to the defendant's, and continued to reside with his daughter until his death. On the same day the trial Judge finds "steps were taken to communicate with a solicitor, Mr. Loftus, the brother of Dr. Loftus, with whose wife he was staying, and steps were taken to secure the necessary documents to bring about a transfer of beneficiaries. Now I am not satisfied at all with the explanation that has been given by Mrs. Loftus of what took place at that time. It may be that I am doing her an injustice in not accepting her story in its entirety, but I find myself unable to do so. The situation was one which more than any situation one can think of, called for