

ham (1876), 1 P.D. 107; Attorney-General v. Gooderham & Worts (1884), 10 P.R. 259. It is going far afield to examine a witness in Mexico as to the law of the State of Illinois. Nor ought a commission to issue to obtain evidence which is only incidentally useful in corroboration of other evidence: Ehrmann v. Ehrmann, [1896] 2 Ch. 611. But it was said that the witness in Mexico could give evidence as to the domicile of one L., against whom the plaintiff obtained a decree of divorce in Chicago; and on this ground the order of the Master should be sustained.

Appeal dismissed; costs to be taxed with the costs under the order of the Master and paid by the defendant to the plaintiff.

RE TREADWELL—BRITTON, J., IN CHAMBERS—MARCH 23.

Insurance—Life Insurance—Designation of Mother of Insured as Beneficiary—Predecease of Mother—Intention to Assign to Father for Value—Payment of Premiums by Father—Equitable Assignment not Established—Lien of Father for Premiums Paid—Benefit Passing to Preferred Beneficiaries under Insurance Act.—Pursuant to an order of the Master in Chambers dated the 15th January, 1916, the Independent Order of Foresters paid into Court on that day the sum of \$480 in respect of a policy or certificate of insurance upon the life of Roy Wentworth Treadwell, deceased. Daniel S. Treadwell, the father of the late Roy Wentworth Treadwell, now applied for payment out to him of the said money. It appeared that the certificate of insurance was for \$500 and \$50 for funeral benefit. The deceased had other certificates of insurance—which were changed at or about the time of his marriage—but this one was not changed. It was, after his marriage, delivered to his father for his mother, with the request that his father should pay the assessments. The father consented to this, and did pay the assessments from that time. About two years later, the mother died, intestate. It was alleged—and for the purpose of this argument the learned Judge assumed it to be true—that the deceased Roy Wentworth Treadwell intended to assign and transfer the certificate to his father—and that the father, all the time from about two years prior to the death of Roy's mother, until Roy's death, paid all the assessments. The contention of the father was, that, apart from the insurance, this certificate, as a chose in action, was in fact assigned; that what was done amounted