

On 15th December, 1902, the wife, in whose favour was the policy, assigned her interest to the husband, subject to the terms of an agreement referred to in the assignment. This was not notified to the insurance company till after the death.

The policy was assigned to the husband, in consideration of his granting her an annuity of \$1,500, on condition that if he predeceased his wife the said policy and the proceeds thereof should be charged with payment of the said annuity. There had been default also in the last payment of the annuity before the husband's death.

Plaintiff, as administratrix of her husband's estate, is entitled to collect the proceeds of the policy and hold them as trustee charged with the payment of the annuity of \$1,500, for her life. She was also at his death interested as beneficiary or cestui que trust of the policy and its proceeds for the arrears of annuity then outstanding.

The policy was assigned to the husband, his executors, administrators, and assigns, but charged with payment of the annuity; it was not absolutely his property, but he took it as assignee of the beneficiary named in the policy, and it would go after his death to his administrator as assignee of the same beneficiary; or, in other words, the husband became the beneficiary by the assignment, and his representative could pay the premium in default.

Indorsed on the policy are conditions and provisions, of which Nos. 5 and 8 are important:—"5. Thirty days of grace will be allowed for payment of renewal premiums, if the insured be unable to pay them when due. . . ."

"8. From any sum payable under the policy the company may deduct any lien that may be standing against the policy and the balance (if any) of the yearly premium for the then current policy year. . . ."

The present statute applicable to this policy provides for 30 days of grace during which the payment in default may be made by the assured or by any of the beneficiaries under the contract: R. S. O. 1897 ch. 203, sec. 148 (1). The original section, passed in 1893, provided that this payment might be made "when the event upon the happening of which the insurance money becomes payable has not yet happened:" 56 Vict. ch. 32, sec. 10, sub-sec. 12 (8). These words, in case of life policy, exclude the right so to renew or revive the contract by after-payment when death has happened to the person insured. But this qualification was expunged by the