and said that in this case there was absolutely no evidence upon which any finding of malice on the part of the parents could be made. The course of action which they advised commended itself to the daughter and to the plaintiff. The taking of the daughter to her old home and placing her under the care of her mother relieved her from a great deal of domestic anxiety and was the best thing to be done to restore her to mental and physical health. There was no enticing and no harbouring: the wife was not detained against her own will.

Upon the undisputable facts, no cause of action had been shewn.

The appeal should be allowed and the action dismissed, both with costs.

Meredith, C.J.C.P., agreed in the result, for reasons stated in writing.

Britton, J., agreed with Middleton, J.

Riddell, J., agreed in the result.

Appeal allowed.

Second Divisional Court. May 20th, 1919.

*RE NEW YORK LIFE INSURANCE CO. AND FULLERTON.

Insurance (Life)—Death of Assured—Rival Claims to Policy-moneys—Execution Creditors of Assured—Moneys Payable to Executors or Administrators or Assigns or to Designated Beneficiary of Assured—Designation of Sister as Beneficiary after Execution Placed in Sheriff's Hands—Alleged Fraud upon Creditors—Insurance Act, R.S.O. 1914 ch. 183, sec. 171 (1)—Effect of sub-sec. 2—Premiums Paid with Intent to Defraud Creditors—Right of Beneficiary to Policy-moneys Saved by Statute—Limited Relief as to Premiums if Fraud Established.

Appeal by W. L. McKinnon & Co. from the order of Rose, J., ante 35.

The appeal was heard by Meredith, C.J.C.P., Britton, Riddell, and Middleton, JJ.

J. B. Clarke, K.C., for the appellants.

J. E. Lawson, for Elizabeth Fullerton, the respondent.